

**2019 - 2022**

**PROVINCIAL COLLECTIVE AGREEMENT  
And LOCAL AGREEMENT**

A Working Document

- Between -

British Columbia Public School Employers' Association  
(BCPSEA)

Board of Education of School District No. 62 (Sooke)  
(The "Employer")

- and -

British Columbia Teachers' Federation  
(BCTF)

Sooke Teachers' Association  
(The "Local")

**Effective July 1, 2019 to June 30, 2022**

**AS IT APPLIES IN School District No. 62 (SOOKE)**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

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## **PREAMBLE**

The parties recognize and support the purposes of this agreement to be:

- a. to set forth the terms and conditions of employment agreed to between the parties;
- b. to promote harmonious relations between the Board and the Association;
- c. to establish a climate for students that promotes excellence in education in this school district.

## **DEFINITIONS**

Continuing Teacher

Shall mean a teacher appointed for an indefinite period.

Part-Time Teacher

Shall mean a teacher having an appointment of less than 1.0 F.T.E. (Full Time Equivalent)

Term Specific Teacher

Shall mean a teacher appointed for a specified period.

Teacher-Teaching-On-Call

Shall mean a teacher employed to supplement the teaching staff in instance of illness or absence.

## SECTION A COLLECTIVE BARGAINING RELATIONSHIP

### ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2013 to June 30, 2019 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## **ARTICLE A.2            RECOGNITION OF THE UNION**

1.     The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2.     Pursuant to *PELRA*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3.     The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE A.3            MEMBERSHIP REQUIREMENT**

1.     All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2.     Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

## **ARTICLE A.4            LOCAL AND BCTF DUES DEDUCTION**

1.     The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.



2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties. [The practice is: completed forms shall be forwarded by the teacher to the Association not later than (15) fifteen calendar days following the date of hiring.]
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer. [The practice is: the form and timing of the remittance of local fees and levies shall be by the fifteenth (15th) day of the month following such deduction.]
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

## **ARTICLE A.5 COMMITTEE MEMBERSHIP**

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.
4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a “half day” meeting shall receive a half day’s pay. If the meeting extends past a “half day,” the TTOC shall receive a full day’s pay.

## **ARTICLE A.6            GRIEVANCE PROCEDURE**

### **1.        Preamble**

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

### **Steps in Grievance Procedure**

### **2.        Step One**

- a.        The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.
- b.        The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

### **3.        Step Two**

- a.        If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b.        The grievance shall be presented in writing giving the general nature of the grievance.

### **4.        Step Three**

- a.        If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
  - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

## **6. Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

## **7. Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

- ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

## **8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

## **ARTICLE A.7 EXPEDITED ARBITRATION**

### **1. Scope**

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall

- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.

- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

## **ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

## **ARTICLE A.9 LEGISLATIVE CHANGE**

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

## **ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT**

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC ) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.
3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

## **ARTICLE A.21 MANAGEMENT RIGHTS**

The Sooke Teachers' Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the appointment, assignment and duties of teachers is a right vested exclusively in the Board, except as otherwise provided in this agreement. Such rights are to be exercised in a fair and reasonable manner.

## **ARTICLE A.22 PRESIDENT'S AND VICE PRESIDENT'S RELEASE**

The Board hereby agrees to release both the teacher elected as President and the teacher elected as Vice President of the Sooke Teachers' Association from teaching duties on the following conditions:

1. An application must be made in writing to the Board by May 31st of the school year prior to the school year for which the release is being requested.
2. The Board will continue to pay the President and Vice President their respective salaries and to provide benefits as specified in the agreement. The Sooke Teachers' Association will be billed by the Board and will reimburse the Board for the Board's cost of salary, allowances and fringe benefits (including Pension Premiums).
3. For purposes of pensions, experience, sick leave and seniority, the President and the Vice President shall be deemed to be in the full employ of the Board.



4. The teacher returning to full teaching duties from a term or terms as President or Vice-President shall be entitled to return to the same assignment previously held, if practicable, or to a comparable equivalent assignment as per the provisions of Article E.21.3.e.i.
5. In the event the President or Vice President is unable to fulfill the Presidential or Vice Presidential duties, the Sooke Teacher' Association shall pay a Teacher-Teaching-On-Call to permit another Association member to assume the duties of the President or Vice President. Provisions of Article A.22.2, A.22.3 and A.22.4 shall also apply.

#### **ARTICLE A.23      RELEASE TIME FOR LOCAL, BCTF, CTF AND TEACHER REGULATION BRANCH BUSINESS**

1. An employee covered by this agreement who is: a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF and/or the CTF, shall be entitled to up to ten (10) days release time. Members elected to the BCTF Executive shall be entitled to an additional five (5) days of release time if required; or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative shall be entitled to up to ten (10) days release time; without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the Teacher-teaching-on-call.
2. In the event that an employee covered by this agreement: is elected to a full-time position as an officer of the BCTF or CTF; is appointed on a term contract of employment to the administrative staff of the BCTF or CTF or seconded to the Federation or CTF, leave of absence without pay shall be granted for the duration of those duties, up to a maximum of four years. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board, but at no cost to the Board. In such case the employee shall be entitled, on written notice by May 31 prior to the commencement of a school year, to return to employment with the Board effective the commencement of that school year, and shall be entitled to return to the same assignment, previously held, if practicable, or to a comparable equivalent assignment as per Article E.21.3.e.i.

#### **ARTICLE A.24      LEAVE FOR LOCAL CONTRACT NEGOTIATION AND ADMINISTRATION**

##### **1.      Negotiations:**

Release time with pay shall be provided for up to five (5) members of the bargaining committee to conduct negotiations, up to a total of twenty (20) days. Under normal circumstances, the Association will request leaves at least three (3) days in advance.

## **2. Contract Administration:**

Release time with pay shall be provided for up to two (2) members of the Association to participate in Step 3 of the grievance procedure or in arbitrations. Under normal circumstances, the Association will request leaves at least three (3) days in advance.

### **ARTICLE A.25 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES**

Local Association school staff representatives, elected in accordance with Association procedures shall:

1. convene staff meetings in the school to conduct Association business, other than during normal instructional hours;
2. be relieved of instructional duties with no loss of pay to be present at any meeting between an administrative officer and a teacher in the school or district, where that teacher requests such representation. Administrative officers shall make every effort to conduct such meetings outside normal instructional hours;
3. be relieved of instructional duties with no loss of pay in order to participate in a grievance or arbitration.

### **ARTICLE A.26 ACCESS TO WORKSITE/USE OF SCHOOL FACILITIES**

Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize district facilities and equipment for meetings and other Association activities. Such use is granted with permission of the appropriate Administrative Officer, and in accordance with the current “joint-use agreement”. Such use shall not unreasonably be denied.

### **ARTICLE A.27 BULLETIN BOARDS**

The Association shall have the right to post notices of activities and matters of Association concern on existing bulletin boards. Such right shall not be unreasonably denied by the Principal.

### **ARTICLE A.28 INTERNAL MAIL**

The Association shall have access to the district courier service, employee mail boxes, district email and internet, free of charge, for communication to bargaining unit members. The Association office shall be included in the drop off and pick up service. The employer will respect the confidential nature of the content of any such correspondence.

## **ARTICLE A.29      SCHOOL STAFF COMMITTEES**

1. If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.
2. The size and membership of such a staff committee shall be determined by the teaching staff and may include a Principal or Vice Principal. In smaller schools, the staff may decide to act as a committee of the whole.
3. Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.
4. **Implementation:**
  - a. The school administration shall consider written recommendations put forward by the staff committee.
  - b. Should the school administration after consideration not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, with a copy to the Superintendent of Schools.
  - c. Decisions made by a majority vote of the school staff and accepted by the Administrator shall be binding on all members of the staff.
  - d. The functioning of a staff committee shall not contravene the authority and responsibility of the administration pursuant to the *School Act*.

## **ARTICLE A.30      ACCESS TO INFORMATION**

1. The Board agrees to furnish to the Association as soon as is practical the **following** information in as current and accurate a form as possible:
  - a. Audited financial reports, school district budgets as presented at public meetings, preliminary and final fiscal frameworks, and statements of final determination.
  - b. Professional employee information including a list of employees, showing their names, addresses, phone numbers (except those which are specifically unlisted), grid placement, seniority and staff assignment.
  - c. Notification of appointments, reassignments, transfers, resignations, retirements and employee deaths.
  - d. Notification of available teaching positions at the time of publication.
  - e. Notification of suspensions and terminations as they occur.

- f. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
  - g. Monthly printouts of class sizes.
- 2. The Board will send to the STA office and post on the school district website the successful applications for posted positions as positions are filled.
  - 3. In addition, the Board may provide other information the Association requires to fulfill its role as exclusive representative. Such requests shall not be unreasonably denied.

#### **ARTICLE A.31 PICKET LINE PROTECTION**

- 1. All employees covered under this agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
- 2. Failure to cross a picket line encountered in carrying out school board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
- 3. The Board shall not request, require, nor direct any employee covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or lock out, nor shall teachers request, require, or direct pupils to carry out such duties.
- 4. Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on strike or locked out.

#### **ARTICLE A.32 COPY OF AGREEMENT**

The Board shall provide the Association with 60 printed, paper copies per year, of this agreement within thirty (30) days, or longer if mutually agreed, upon successful conclusion of negotiations, with costs to be shared equally by both parties. The board shall make an electronic copy available on the district website.

The board shall provide one copy of the agreement for all new teachers and new teachers on call, at board expense.

#### **ARTICLE A.33 STAFF ORIENTATION**

- 1. All employees new to the staff of the Board shall receive orientation provided by the Board and the Association.
- 2. The orientation shall acquaint employees with the basic operation of the school district as well as the rights and responsibilities of the collective agreement.

3. The Board will provide release time for the teachers new to the district to attend annual staff orientation held once per school year. Teachers hired subsequent to the annual staff orientation will be provided opportunity in the next year.

#### **ARTICLE A.34 CONTRACTING OUT**

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon by the parties, the Board shall not contract out educational services of a type and kind normally and regularly performed by members of this bargaining unit.

#### **ARTICLE A.35 EXCLUSIONS FROM THE BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without prior agreement between the parties.
2. The Board shall notify the Association of all new positions offered in the district and submit to the local association offices a written job description of the new position(s).
3. Newly created positions, other than administrative officer positions as defined by the *School Act*, shall not be excluded without prior agreement between the parties.
4. Should the parties fail to reach agreement regarding proposed exclusions from or inclusions in the bargaining unit the matter shall be referred to arbitration as per Article A.6.7.

#### **ARTICLE A.36 EDUCATION ASSISTANTS**

1. All Education Assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the *School Act* and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the designated periods of time.
2. Education Assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of the teachers, except under the direction of the teacher with whom they are working.
3. Teachers are not responsible for completing performance reviews on Education Assistants, but may provide input into performance reviews at the request of the Principal.
4. Education Assistants may be used to supplement but not take the place of qualified professional personnel as covered in this agreement.

## **SECTION B SALARY AND ECONOMIC BENEFITS**

### **ARTICLE B.1 SALARY**

1. The local salary grids are amended to reflect the following general wage increases:
  - a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
  - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
  - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids
2. Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a. Department Head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
  - h. Mileage/Auto not to exceed the CRA maximum rate
4. The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a. Per Diems
  - b. Housing
  - c. Pro D (unless formula-linked to the grid)
  - d. Clothing
  - e. Classroom Supplies
5. Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

6. Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

## **LOCAL PROVISIONS**

### **7. PLACEMENT ON SCALE - INITIAL PLACEMENT**

- a. Placement on the salary schedule shall be:
  - i. In accordance with the category assigned by the Teacher Qualification Service and
  - ii. In accordance with years of experience as determined by clauses of this agreement, and
  - iii. Effective the first of the month of initial employment or the effective date of a change in certification/categorization as assigned by Teacher Qualification Service.
  - iv. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted no later than November 15 for teachers commencing employment in September and within three months of commencement of employment or change in certification/categorization for all other teachers. If delays occur in obtaining documentation the teacher shall be responsible for so advising the Board in writing within the time limits stated above.
  - v. At time of appointment the Board shall advise the teacher, in writing, of the documentation required to establish initial salary placement, the deadlines noted above and the requirement to advise the Board if any delay is expected in meeting the deadline. The Board shall advise the teacher when any documentation has not been received and shall pursue the matter with the teacher.
  - vi. Each teacher shall be responsible for advising the Board in writing of any change in certification/categorization immediately after an application has been submitted for the change. If delays occur in obtaining documentation, the teacher shall be responsible for advising the Board in writing at the time the delay occurs.
  - vii. If a teacher is unable to provide the documentation as outlined in B.1.7.a.iv or B.1.7.a.vi, then the Board may retroactively adjust the pay to the level of the documentation received to date.

- viii. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent or designate within 90 days of final placement for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure in this contract will apply.
- ix. Employees working in a Night School – Adult Education assignment shall be paid on scale.

All payments on scale are calculated on the teacher wage schedule in the collective agreement divided by 975 hours (975 hours – 1.0 F.T.E.).

b. Medical Certificates

Before a teacher is considered eligible for duty and pay or other benefits, the Board may require a medical certificate.

8. **SCALE ALTERATIONS**

a. Experience Recognition

- i. Eight months of full-time equivalent experience gained through part-time and/or term specific appointments shall constitute a year's experience for increment purposes. These periods shall be added together for experience credit.
- ii. 195 days of teacher-teaching-on-call service in School District No. 62 (Sooke) shall constitute a year's experience for increment purposes.
- iii. Increments for part-time, term specific teachers, and teachers-teaching-on-call shall be applied on the first month following the month in which a year's aggregate experience is earned.
- iv. Increments for full-time continuous service shall be earned after ten (10) continuous months of full-time teaching and shall be applied on the first month following the month in which a year's aggregate experience is earned.



- b. In order to constitute teaching experience, years of teaching experience outside British Columbia shall be accepted as reported by Boards, Provinces or Territories within Canada, appropriate educational authorities of the federal government, or appropriate educational authorities of foreign countries or recognized international agencies by which the teacher was employed as a teacher under contract. The teacher's qualifications during those years of teaching must be equivalent to the qualifications required to obtain a teaching certificate in British Columbia at the time the teacher is hired, proof of which is incumbent upon the teacher.
- c. Teachers from independent schools in Canada shall receive credit for one-half of such experience upon appointment and shall receive full credit after one year's satisfactory teaching experience in this district. Experience increments shall only be given for the period of time the teacher was eligible for British Columbia certification.
- d. For the purpose of this section, an independent school shall be one which meets all of the following criteria:
  - i. is a nonprofit organization;
  - ii. is responsible to a Board of Governors;
  - iii. has been in existence for a minimum of five years;
  - iv. has provision for inspection.
- e. Teaching service, as specified above, in provincial or federal government schools or similar provincial or federal institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or secondment to the staff of the provincial Ministry of Education shall be credited.
- f. Service as a full-time member of a faculty of education recognized by the Ministry of Education for certification purposes shall carry full credit.
- g. Absence while on Deferred Salary Leave, Educational Leave, paid statutory sick leave, Maternity and/or Parental Leave, and while in receipt of BCTF Salary Indemnity (Short Term and Long Term) benefits shall carry full experience credit.
- h. Full-time service to the local association or the British Columbia Teachers' Federation, Canadian Teachers' Federation and Teacher Regulation Branch shall carry full experience credit.
- i. Part-time service shall be credited for part-time teaching.

j. Periods of temporary teaching shall be added together for accumulation of years of experience credit.

k. Trade, Technical and Work Experience

One year of experience shall be allowed for each year of trade, technical or work experience providing such experience is closely related to the teaching workload of the employee concerned. A year of trade, technical or work experience is defined as any ten (10) consecutive months of full time employment in any twelve (12) month period. The maximum to be allowed for the experience shall be five (5) years unless otherwise agreed by the President of the Association and the Superintendent of Schools or designate.

## 9. **PART-TIME TEACHERS PAY AND BENEFITS**

a. Pay

i. Part-time Elementary Teachers shall be paid on a pro rata basis proportional to the F.T.E. status of the appointment.

ii. Part-time Secondary Teachers shall be paid as follows for instructional time:

.75 6 Blocks - 80% of salary

.625 5 Blocks - 65% of salary

.5 4 Blocks - 52% of salary

.375 3 Blocks

.25 2 Blocks - No. of blocks/8 x salary =

.125 1 Block

b. Sick leave shall be prorated on the same basis as assignment. [See G.21]

c. Benefits

Part-time teachers shall be permitted to enroll in all benefits provided by this contract. Premiums for all benefits shall be paid by the Board on a pro rata basis, in accordance with the teacher's assignment. (i.e. a teacher with a 0.6 assignment would have 60% of the premium paid by the Board.) The Board shall never pay less than 50% of the premiums.

d. Part-time Continuing Education/Distance Learning Teachers shall be paid on a pro rata basis proportional to the F.T.E. status of the appointment.

- e. Subject to Article B 1.7.a.ix, Night School - Adult Education Teachers will be paid 1/975 of scale per hour for instructional time. The minimum numbers of hours for a course shall be 90 hours.

# 10. **GENERAL SALARY GRIDS**

**July 1, 2019**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
<b>1</b>	\$ 50,728	\$ 54,572	\$ 58,575	\$ 59,981
<b>2</b>	\$ 53,620	\$ 57,835	\$ 62,054	\$ 63,536
<b>3</b>	\$ 56,514	\$ 61,098	\$ 65,532	\$ 67,091
<b>4</b>	\$ 59,406	\$ 64,361	\$ 69,011	\$ 70,645
<b>5</b>	\$ 62,299	\$ 67,624	\$ 72,490	\$ 74,200
<b>6</b>	\$ 65,191	\$ 70,888	\$ 75,970	\$ 77,756
<b>7</b>	\$ 68,085	\$ 74,151	\$ 79,449	\$ 81,310
<b>8</b>	\$ 73,107	\$ 77,414	\$ 82,927	\$ 84,864
<b>9</b>	\$ -	\$ 83,097	\$ 88,998	\$ 91,073

**July 1, 2020**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
<b>1</b>	\$ 51,742	\$ 55,663	\$ 59,746	\$ 61,181
<b>2</b>	\$ 54,693	\$ 58,992	\$ 63,295	\$ 64,807
<b>3</b>	\$ 57,644	\$ 62,320	\$ 66,843	\$ 68,432
<b>4</b>	\$ 60,594	\$ 65,648	\$ 70,391	\$ 72,058
<b>5</b>	\$ 63,545	\$ 68,976	\$ 73,940	\$ 75,684
<b>6</b>	\$ 66,495	\$ 72,306	\$ 77,489	\$ 79,311
<b>7</b>	\$ 69,447	\$ 75,634	\$ 81,038	\$ 82,937
<b>8</b>	\$ 75,301	\$ 78,962	\$ 84,586	\$ 86,561
<b>9</b>	\$ -	\$ 85,590	\$ 91,668	\$ 93,805

**July 1, 2021**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
<b>1</b>	\$ 52,777	\$ 56,777	\$ 60,941	\$ 62,404
<b>2</b>	\$ 55,787	\$ 60,172	\$ 64,561	\$ 66,103
<b>3</b>	\$ 58,797	\$ 63,566	\$ 68,179	\$ 69,801
<b>4</b>	\$ 61,806	\$ 66,961	\$ 71,799	\$ 73,499
<b>5</b>	\$ 64,815	\$ 70,356	\$ 75,419	\$ 77,198
<b>6</b>	\$ 67,825	\$ 73,752	\$ 79,039	\$ 80,897
<b>7</b>	\$ 70,836	\$ 77,147	\$ 82,659	\$ 84,595
<b>8</b>	\$ 76,807	\$ 80,541	\$ 86,277	\$ 88,293
<b>9</b>	\$ -	\$ 87,302	\$ 93,501	\$ 95,681

**11. PART MONTH PAYMENTS AND DEDUCTIONS**

- a. The rate of deduction for a day without pay shall be defined as 1/195 of the current annual salary of the teacher.
- b. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all school days prescribed by the Board for that month pursuant to Article D.24.
- c. For purposes of the above clause, any working day on which the teacher is on authorized leave of absence shall be deemed to be a day of work for the purposes of benefits, experience, seniority.
- d. In the event that a teacher commenced work on a day other than the first working school day in that month, or terminates on a day other than the last working school day in that month, the formula for payment for that month shall be based on the percentage of days worked of the total number of instructional days (inclusive of district approved non-instructional days).
- e. For a Night School – Adult Education teacher, the hourly rate of deduction shall be 1/975 of the current annual salary of the teacher.

**12. NO CUTS IN SALARY**

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract, except as otherwise specified for in this agreement.

13. **100% SALARY CAP**

No teacher shall receive more than 100% of their grid teaching salary for time worked as a teacher unless otherwise specified in this agreement. Where the school district is unable to fill a Night School - Adult Education position, teachers working 1.0 FTE will be permitted to post into a Night School - Adult Education position on a term specific appointment.

14. **WORK BEYOND THE REGULAR WORK YEAR**

With the exception of Secondary Counsellors any work performed beyond the teachers' regular work year shall be voluntary. Secondary Counsellors may be required to work beyond the regular work year and shall be compensated as outlined in this article. Teachers covered by the agreement who are requested in writing by the Superintendent or designate to work beyond the number of days specified in Article D.24 [unless regular school work is unfinished], shall have the option of being paid at a rate of 1/195th of annual salary per day, or have equal time off in lieu, subject to operational requirements. All other benefits and conditions provided by this agreement shall apply to such work. This provision applies to a teacher required by the Board to attend court during non-teaching days.

15. **SPECIAL SALARIES**

The Board may, subject to confirmation by the Liaison Committee, establish special salaries for any journeyman or specialist.

16. **PSYCHOMETRICIANS**

Psychometricians shall be paid in accordance with Article B.1.5.

**ARTICLE B.2 TTOC PAY AND BENEFITS**

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

### **LOCAL PROVISIONS**

7. The Board shall pay teachers-teaching-on-call bi-weekly not later than eight (8) days after each pay period.
8. Article B.2.5, B.2.6 and B.2.8 will apply to a Teacher-teaching-on-call assigned to a night school – Adult Education course.

### **ARTICLE B.3            SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION**

[Not applicable in School District No. 62 (Sooke)]

### **ARTICLE B.4            EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

## **ARTICLE B.5            REGISTERED RETIREMENT SAVINGS PLAN**

1.     In this Article:
  - a.     “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b.     “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2.     Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect. [Applicable in School District No. 62 (Sooke)]
3.     The BCTF Plan shall be made available in all districts not included in Article B.5.2. [Not applicable in School District No. 62. (Sooke)]
4.     The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5.     The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6.     If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7.     Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a.     between September 1 and September 30 or December 15 and January 15 in any school year;
  - b.     no later than sixty (60) days following the commencement of employment.
8.     An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.
9.     There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

#### **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

#### **ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. Personally Owned Professional Material

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;



- c. If applicable, a copy of the claim approval from their insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement*

## **ARTICLE B.8        OPTIONAL TWELVE-MONTH PAY PLAN**

PCA B.8.1 through B.8.10 does not apply in School District No. 62 (Sooke).

### **LOCAL PROVISIONS**

#### **11.    Teacher Summer Savings Plan**

- a. The Employer shall offer a Teacher Summer Savings Plan to allow teachers to save for the months of July and August in each subsequent year.
- b. Teachers must forward completed enrolment and confirmation forms to the Secretary-Treasurer by June 30<sup>th</sup> for participation for the subsequent school year.
- c. For each month September through June, the Employer will deduct a lump sum amount as determined by the teacher. The amount of the lump sum deduction is determined upon enrolment or confirmation for each school year and cannot be changed during the school year.
- d. Over the course of the year, the lump sum amount shall be deducted evenly from each pay period.
- e. The deductions and the interest earned, calculated to June 30<sup>th</sup>, will be paid in four (4) equal instalments on July 15<sup>th</sup>, July 31<sup>st</sup>, August 15<sup>th</sup> and August 31<sup>st</sup>.
- f. Teachers do not need to re-enrol in the Plan each school year. After the first year of participation in the Plan teachers are automatically re-enrolled unless they request, in writing to the Secretary-Treasurer by June 15<sup>th</sup>, to withdraw from the Plan.
- g. Changes to the amount of the lump sum deduction, for the subsequent school year, can be made by notifying the Secretary-Treasurer, in writing by June 15<sup>th</sup>, of such change in amount.
- h. Only serious extenuating circumstances will permit a participant to be considered for withdrawal from the Plan during the school year. Any such consideration will be reviewed by the Secretary-Treasurer and the STA President and the withdrawal is subject to their approval.

## **ARTICLE B.9        PAY PERIODS**

**PCA B.9.1 through B.9.3 does not apply in School District No. 62 (Sooke).**

### **LOCAL PROVISIONS**

4. Except where a Teacher has elected to be paid over twelve (12) months, a Teacher shall be paid in twenty (20) semi-monthly installments, from September to June. Installments shall be paid on the 15th of the month; if the 15th is a non-working day, the pay will be issued on the preceding working day.
5. The month end payment shall be paid on the last week day of the month, except for June when it shall be the last working day.
6. The annual salary of each teacher to whom this Agreement applies shall be determined in accordance with Article B.1.

## **ARTICLE B.10       REIMBURSEMENT FOR MILEAGE AND INSURANCE**

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of:

<b>Effective July 1, 2019</b>	<b>\$ 0.56 c/Km</b>
<b>Effective July 1, 2020</b>	<b>\$ 0.57 c/Km</b>
<b>Effective July 1, 2021</b>	<b>\$ 0.58 c/Km</b>

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

**PCA B.10.4 does not apply in School District No. 62 (Sooke)**

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.*

## **LOCAL PROVISIONS**

### **5. Mileage Allowance**

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other board business (as authorized by the Superintendent or designate) shall be reimbursed at the established Board rate. This includes travel between work sites as required on a regular basis

## **ARTICLE B.11 BENEFITS**

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

See also Article B.23 General Benefits

## **ARTICLE B.12 CATEGORY 5+**

1. Eligibility for Category 5+
  - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
    - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
    - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
    - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.

- b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
- 2. Criteria for Category 5+
  - a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
- 3. Salary Rate Calculation
  - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.
- 4. Application for Category 5+
  - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

**ARTICLE B.13      BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS’  
AND SCHOOL PSYCHOLOGISTS’ PROFESSIONAL FEES**

1.      Effective July 1, 2020 each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

**ARTICLE B.21      POSITIONS OF SPECIAL RESPONSIBILITY**

**[Note: Article B.21 does not apply to Night School – Adult Education.]**

1.      **Job Descriptions**

The Board will consult with the Sooke Teachers’ Association on all job descriptions for teaching positions of special responsibility, both present and new. These descriptions will be the recognized job descriptions for such positions. Any allowances will be negotiated between the Board and the Sooke Teachers’ Association.

2.      **Elimination of Positions**

Existing positions of special responsibility shall not be eliminated or changed without consultation with the Teachers’ Association.

3.      **Teachers-in-Charge**

- a.      In each school the Principal will appoint a designated Teacher-In-Charge. Positions will be posted in each school for a period of one (1) week.
- b.      In the event that all administrative officers and/or head teachers assigned to the school are absent from the school, the Teacher- in-Charge shall be requested to assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time. After five (5) consecutive days the Teacher-in-Charge will receive a daily allowance of 1/195 of the Vice-Principal’s allowance in that school in lieu of 1/195 of the Teacher-in-Charge’s annual allowance.
- c.      A Teacher-In-Charge shall be appointed at each school with more than 2 F.T.E. and be paid an annual allowance as follows:

Date	Secondary Schools	Middle Schools	Elementary Schools	Westshore
<b>Effective July 1, 2019</b>	\$ 641.74	\$ 513.40	\$ 385.05	\$ 641.74
<b>Effective July 1, 2020</b>	\$ 654.58	\$ 523.66	\$ 392.75	\$ 654.58
<b>Effective July 1, 2021</b>	\$ 667.67	\$ 534.14	\$ 400.61	\$ 667.67

- d. When acting as Teacher-in-Charge and when all Administrators are absent, the school shall be provided with a teacher-teaching-on-call.
- e. Absences of administrative officers and/or head teachers for two (2) months or more shall be filled by an acting appointment to the vacant position.
- f. At Westshore Centre when acting as Teacher-in-Charge and when all administrators are absent from the school district for two or more days, the school shall be provided with a teacher-teaching-on-call for the third and subsequent days.

#### 4. **Department Heads**

Heads of Departments shall be paid according to certification and experience in accordance with the basic salary schedule and in addition thereto receive, an allowance determined by their appointment under the following classification system, or a spare block where the Principal is able to provide one to carry out the responsibilities of the job.

<b>Date</b>	<b>Class II</b>	<b>Class I</b>
<b>Effective July 1, 2019</b>	\$ 1,786.58	\$ 1,283.47
<b>Effective July 1, 2020</b>	\$ 1,822.31	\$ 1,309.14
<b>Effective July 1, 2021</b>	\$ 1,858.76	\$ 1,335.32

Points will be allocated on an annual basis determined by the projected September enrolment. Each secondary school will receive 1 point for every 75 students or major fraction thereof.

[Note: Also see Local Letter of Understanding No. 5 Middle School Team Leaders.]

#### 5. **Head Teachers**

The Head Teacher shall receive an annual allowance of:

<b>Date</b>	<b>Head Teacher</b>
<b>Effective July 1, 2019</b>	\$ 3,080.31
<b>Effective July 1, 2020</b>	\$ 3,141.91
<b>Effective July 1, 2021</b>	\$ 3,204.75

6. **Coordinators**

Coordinators of district programs shall be paid an annual allowance of:

<b>Date</b>	<b>Coordinators</b>
<b>Effective July 1, 2019</b>	\$ 3,080.31
<b>Effective July 1, 2020</b>	\$ 3,141.91
<b>Effective July 1, 2021</b>	\$ 3,204.75

7. **Curriculum Advisors**

Curriculum Advisors shall be paid the basic salary as per grid.

**ARTICLE B.22 SPECIAL ALLOWANCES**

1. **Isolation Allowance**

Any teacher appointed to Port Renfrew shall receive an isolation allowance of:

<b>Date</b>	<b>Isolation</b>
<b>Effective July 1, 2019</b>	\$ 1,604.34
<b>Effective July 1, 2020</b>	\$ 1,636.42
<b>Effective July 1, 2021</b>	\$ 1,669.15

2. **First Aid**

The Board shall pay an annual allowance to a teacher or teachers holding a valid Industrial First Aid certificate and designated as First Aid attendant in each school as require under the WCB Regulations, as follows:

<b>Date</b>	<b>First Aid</b>
<b>Effective July 1, 2019</b>	\$ 513.40
<b>Effective July 1, 2020</b>	\$ 523.66
<b>Effective July 1, 2021</b>	\$ 534.14

The Board shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

## **ARTICLE B.23      GENERAL BENEFITS**

### **1.      Group Insurance**

The Board agrees to provide a Group Insurance Plan which provides employees with the identical benefits of the previous BCTF/BCSTA Group Insurance Plan B. 100% of the premium will be paid by the Board. Membership in the said plan shall be a condition of employment for all teachers coming on the staff of School District No. 62 (Sooke). The Board shall have the right to review the costs and effectiveness of the Insurance Plan and if necessary after consultation with the Association, change carriers. There shall be no reduction of benefits on any change of carriers.

### **2.      Medical and Extended Health Insurance**

The Board agrees to pay 100% of the monthly premium cost of M.S.P., and Extended Health Benefits.

### **3.      B.C.T.F. Salary Indemnity Plan - Employment Insurance/SIF Rebate**

The B.C.T.F. Salary Indemnity Plan paid fully by the employees, shall be a condition of employment for all teachers. The Board shall make salary deductions on behalf of the teachers.

The Board shall remit monthly to the B.C.T.F. (Salary Indemnity Fund) 5/12 of the savings resulting from the employment insurance premium reduction.

### **4.      Dental Insurance**

The Board agrees to pay the monthly premium cost of the Dental Plan for all eligible teachers employed by the Board, and their dependents. Participation in the plan shall be a condition of employment for all eligible teachers hired after January 1, 1980. The terms of the dental plan (Plan A - 100%, Plan B - 60%, and Plan C - 75%) cannot be changed without the approval of Sooke Teachers Association.

### **5.      Continuation of Fringe Benefit Premiums**

When a teacher is on medical leave of absence, following the termination of statutory sick leave, the Board will continue to provide its share of all benefit premiums during the period a teacher is in receipt of B.C.T.F. Salary Indemnity Plan short term benefits, and where necessary, a further period of one calendar year where the teacher is in receipt of B.C.T.F. long term benefits.

### **6.      Continuation of Benefit Premiums**

When a teacher is on an approved leave of absence, they may elect to maintain participation in all benefits; however, the full premium cost shall be paid by the teacher subject to carrier conditions.



When a teacher is on Deferred Salary Leave they must maintain participation in all benefits and the full premium cost shall be paid by the teacher subject to carrier conditions.

**7. Death Benefits**

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall pay one months' salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.

**ARTICLE B.24 COMPUTER EQUIPMENT PURCHASE PLAN**

1. The Board shall provide an opportunity for continuing members of the Association to participate in the "Computer Equipment Purchase Plan" on an annual basis. The maximum individual amount for this program will not exceed \$2,500 per continuing Association member\_ to a maximum of 30 members per year. An Association member shall make only one purchase per school year.

The Computer Equipment Purchase Plan shall include computer and peripherals, including monitors, printers, modems, and education-related software.

2. The purchase of any computer equipment, or compensation for a purchase made by an Association member, will be paid by the Board and made as an interest-free loan to the Association member. The equipment will be the property of the Association member. All maintenance, repair or warranty issues are the responsibility of the Association member. Repayment of this interest-free loan will be made in equal installments by payroll deduction within the school year, concluding June 30th. A lump sum payment may also be made for payment in full by the continuing Association member.

Should the continuing Association member leave the employment of the Board during the repayment period, the balance of the loan outstanding would be due and payable on termination.

This plan is available to continuing Association members only. School District 62 (Sooke) agrees to pilot this program for the school year 2012-2013, at the end of which time the two parties to this agreement will meet to agree upon the continuation of the Computer Equipment Purchase Plan under the exiting terms.

## **SECTION C EMPLOYMENT RIGHTS**

### **ARTICLE C.1 RESIGNATION**

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
2. The employer shall provide the local with a copy of any notice of resignation when it is received.

### **ARTICLE C.2 SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

- b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited:
      - 1. one half (1/2) day for up to one half (1/2) day worked;
      - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
- 4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
  - 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

## **LOCAL PROVISIONS**

### **7. Seniority Preamble**

When, for educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the Board may lay off a teacher in accordance with the terms of this article.

### **8. Principle of Security**

The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of teaching employment, provided that they possess the qualifications necessary for the positions available.

### **9. Seniority**

#### **a. Definition of Seniority**

In this agreement, seniority is defined as a teacher's aggregate length of service in the employment of the Board, inclusive of service on continuing contract, term specific contract and while on approved leave of absence (as per Article C.2.9.d).

- b. In addition to the provisions of C.2.9.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher-Teaching-on-Call seniority accumulated pursuant to Article C.2.3; and
  - ii. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. Establishment of Seniority
  - i. Part-time teaching of .4 or more with the Board shall be credited, for seniority purposes only, as if it were full-time service. Part-time teaching of less than .4 shall be credited on a pro rata basis.
  - ii. When the seniority of two or more teachers is equal pursuant to Article C.2.9.a and C.2.9.b, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
  - iii. When the seniority of two or more teachers is equal pursuant to Article C.2.9.c.ii, the teacher with the greatest aggregate length of service with other districts or authorities recognized for salary and experience purposes at the time of appointment shall be deemed to have the greatest seniority.
  - iv. When the seniority of two or more teachers is equal pursuant to Article C.2.9.c.iii, the teacher with the earliest date of acceptance of appointment with the Board shall be deemed to have the greatest seniority.
- d. Approved Leave of Absence

For the purposes of this article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board except:

- i. Maternity Leave and/or parental leave;
- ii. Leave granted through the Deferred Salary Leave Plan: maximum of one year per occasion;
- iii. Approved educational leave;
- iv. Secondment to the Ministry of Education or a faculty of education;
- v. Service on a recognized teacher exchange program, teaching with the Department of National Defence or Canadian University Service Overseas;
- vi. Service as President and/or Vice President of the Association;

- vii. Service as an elected officer of the British Columbia Teachers' Federation, CTF, Teacher Regulation Branch: maximum of four years;
  - viii. Service on the staff of the British Columbia Teachers' Federation, CTF, Teacher Regulation Branch: maximum of four years;
  - ix. Leave for elected public office at the provincial, federal or municipal level: maximum of one term of office or, in the case of an MLA or MP, five years, whichever is longer;
  - x. Long term sick leave while receiving salary indemnity plan benefits;
  - xi. Parenthood Leave.
  - xii. Compassionate Care Leave (Article G.2)
- e. Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all teachers employed by the Board, in order of seniority, setting out the length of seniority as of September 1st of that year.

### **ARTICLE C.3 EVALUATION**

1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

### **ARTICLE C.4 TTOC EMPLOYMENT**

1. Experience Credit
  - a. For the purpose of this article, a teacher teaching on call (TTOC) shall be credited with one (1) day of experience for each full-time equivalent day worked.
  - b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.
2. Increment Date for Salary Grid Placement

Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation is earned.

## **ARTICLE C.21      EMPLOYMENT CONTRACT**

### **1.      Continuing Contract**

All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment except for:

- teachers appointed for a specific term
- teachers-teaching-on-call

(Both in accordance with this agreement)

### **2.      a.      The Board may appoint teachers for a specific term(s) only in the following circumstances:**

- i.      to replace a teacher during a leave of absence;
- ii.     to fill a vacancy that arises during the school year;
- iii.    to a teacher-teaching-on-call, retroactively, upon completion of a total of 20 days or more in one call-in assignment.
- iv.    to fill a vacant Night School – Adult Education course.

- b.      The Board agrees to provide the Association no later than October 15 and February 15 in any school year, a list of those teachers appointed for a specific term(s) in that year.

### **3.      Initial Evaluation of Employees**

Subject to the provisions of Article E.24, teachers shall receive a written report during the first ten (10) months of continuous employment.

In the case of a less than satisfactory report, a plan for improving instruction shall be developed to address those areas which are considered to be unsatisfactory and implemented within a reasonable time frame. The Board shall inform the teacher of their right to support from the Sooke Teachers' Association. If the teacher does not meet a satisfactory standard in those areas which have been noted within the time frame specified, the teacher's contract may be cancelled upon a minimum thirty (30) days notice. The Sooke Teachers' Association shall be advised of such notice.

### **4.      Re-employment of Teachers who have had term specific appointments:**

See Article E.21

### **5.      Conversion to Continuing: All teachers who have accumulated 13 complete months or more of aggregate service in the previous 20 school months with the Board on term-**

specific contracts, and who has not received a less than satisfactory report, shall be entitled to continuing positions as per the provisions of Article E.21.

A 'complete month' for the purpose of this provision will be defined as a month falling within the dates of the 1<sup>st</sup> working day of the month following the appointment date and the last working day of the final month of the contract. For examples, if a teacher is hired on October 4<sup>th</sup> and works until March 4<sup>th</sup>, the teacher will get credit for November, December, January and February only because those are the only 'complete' months of service on record. There will be no counting of individual days to add up to a month. A working day for the purpose of this provision is defined to include non-instructional days, statutory holidays and vacation periods.

## **ARTICLE C.22      DISMISSAL AND/OR DISCIPLINE FOR MISCONDUCT**

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
2. Where the Board or its designate considers that just and reasonable cause to discipline, suspend or dismiss a teacher may exist, the teacher and the Association shall be notified at the earliest reasonable time and shall be presented with a full statement outlining the circumstances. The teacher shall be entitled to file a written reply to the statement prior to any hearing. The teacher and their representative shall be entitled to a meeting with the Superintendent or designate as soon as possible following the notification.
3. The Board shall not suspend or dismiss (other than a suspension to which Section 15 (5) of the *School Act* applies) any person bound by this agreement unless it has, prior to considering such action, held a hearing of the Board with the employee entitled to be present. In other instances of disciplinary action, the Association shall upon request be granted a hearing before the Board.
4. In the event of a hearing by the Board, the teacher and their representative shall have the opportunity to hear all allegations against them, respond to these allegations and to ask questions through the Chair regarding these allegations. The Teacher shall be given a minimum of seventy-two (72) hours notice of such a hearing. Documentation to be presented will be appended to the Board's notice of hearing.
5. Where the Board disciplines, suspends or dismisses a teacher the Board shall provide the teacher and the Association in writing a full and complete statement of the grounds for its decision.
6. Where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration.
7. The Board and the Association recognizes that disciplinary and dismissal matters shall be treated confidentially.

## **ARTICLE C.23        DISMISSAL BASED ON PERFORMANCE**

1. The Board shall not dismiss a teacher unless the Board has received at least three (3) consecutive reports indicating the learning situation in a class or classes of a teacher is less than satisfactory.
2. The reports shall be written by at least two different evaluators; one of whom shall be the Superintendent or the Associate Superintendent.
3. The reports shall be written independently of each other. The teacher shall be informed that an unsatisfactory report may lead to dismissal.
4. Reports referred to in Clause 1 shall cover a period of time of not less than twelve (12) months nor more than twenty four (24) months. Any period of time spent on medical leave or approved leave of absence shall be added to the period of not less than twelve (12) months nor more than twenty-four (24) months for reporting purposes.
5. Where the Board decides to dismiss a teacher it shall issue 30 days notice of dismissal. The Board shall provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within 14 days of such notice.

## **ARTICLE C.24        PART-TIME TEACHERS' EMPLOYMENT RIGHTS AND RESPONSIBILITIES**

1. A teacher with a continuing full-time appointment to the teaching staff of the district may request a part-time leave of absence from the district. Requests for such appointment reduction must be made on an annual basis by March 1. Appointment reduction leaves shall not exceed a five (5) year duration.
2. When the request under Clause 1 of this article is granted by the Board, the teacher shall be entitled to return to the same assignment if practicable or a comparable full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment.
3. A teacher with a continuing part-time appointment may without prejudice to that appointment request an additional term specific appointment.
4. Teachers on part-time continuing appointment, or part-time term specific appointment, may request a full-time continuing appointment, and shall have rights to such appointments as are contained in this agreement.
5. When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not normally be required to attend the staff meeting. It is the teacher's responsibility to apprise themselves of the staff meeting agenda and the decisions made.



6. The participation of part-time employees in inservice or professional development activities held at times when the employee would not normally be working is voluntary.
7. Whenever part-time teachers are requested in writing to attend parent-teacher interviews, or other job-related activities, at times when they are not normally working, they shall have the option of being paid at the rate of 1/195 of annual salary per day, or have equal time off in lieu, subject to operational requirements.
8. Two teachers employed full-time by the Board may jointly request a specified job sharing assignment in respect of a single full-time position. Requests must be made on an annual basis by March 1. Notwithstanding Article E.21 - Appointments, Transfers, and Assignments, the request shall not be unreasonably denied.
  - a. Salary and benefits shall be prorated according to the percentage of time worked by each teacher;
  - b. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work;
  - c. each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.

## **ARTICLE C.25      TERM SPECIFIC TEACHERS' EMPLOYMENT RIGHTS**

Any term specific teacher subsequently employed by the Board on a continuing contract shall have seniority rights measured from the starting date of the initial term specific contract not including any breaks in employment.

## **ARTICLE C.26      TEACHER-TEACHING-ON-CALL HIRING PRACTICES**

1. Teachers-teaching-on-call shall not be subject to the following articles:
 

A.28	Internal Mail
B.1.5	Placement on Scale - Initial Placement
B.21	Positions of Special Responsibility
B.8	General Salary Grids – except B.1.8 General Salary Grids
B.23	General Benefits
C.22	Dismissal/Discipline for Misconduct
C.23	Dismissal Based on Performance
C.2	Seniority – except C.2.3

C.21	Employment Contract
C.27	Lay off/Severance
D.24	Instructional Time/Duration of the School Day
D.30	Health and Safety
D.32	Home Education
E.22	Offer of) Appointment
E.23	Assignment - In School
G	Leaves of Absence

## 2. **Call Out**

- a. A teacher-teaching-on-call assigned to a school for a full day shall be paid a full day's wage whether or not the teacher-teaching-on-call is utilized for a full day.
- b. A Teacher-Teaching-on-Call assigned to a Night School – Adult Education course shall be paid an hourly rate of pay for each hour of instruction.
- c. A morning call out shall be .6 and an afternoon call out shall be .4. A call out that bridges the noon break shall be for a minimum of .6. Where the teaching assignment is .5 (e.g. primary one classes, CE/DL) the call out shall be .5.

Note: See also Local Settlement Agreement Secondary TTOC Pay

- d. Subsequent to the term of an assignment, a teacher-teaching-on-call requested by the principal to return to a school for reasons directly related to that assignment, shall be paid at the same rate as that paid on the last day of employment in that assignment.
- e. The teacher-teaching-on-call will normally be given the same preparation time given to the teacher being replaced exclusive of the time provided for positions of special responsibility.

## 3. **Continuous Assignment**

- a. In the event that a teacher-teaching-on-call's assignment is interrupted by the return of a teacher who subsequently is absent after no more than two working days, and the teacher-teaching-on-call has performed the duties in a satisfactory manner, then the teacher-teaching-on-call shall be reassigned and the assignment shall proceed as if it has not been broken for salary purposes.
- b. Non-instructional days occurring during the course of an assignment shall not interrupt the continuity of the assignment for salary purposes.

- c. Teachers-Teaching-On-Call requested in writing to attend Professional Development Day activities during the course of a continuous assignment shall be paid for that day.

#### **4. Hiring Practices**

- a. Teacher-Teaching-On-Call List

The Board shall be responsible for maintaining a list of teachers-teaching-on-call. The Board shall forward a copy of such a list to the Association in the month of September, and throughout the year as amendments are made. Any teacher-teaching-on-call removed from the on call list shall be given the reasons for removal in writing.

- b. Teacher-Teaching-On-Call Hiring

- i. In appointing teachers-teaching-on-call, the Board shall select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate, in preference to a person not possessing such a certificate.
- ii. The Board may appoint persons not on the list to a teacher-teaching-on-call teaching assignment only in the event that no qualified person on the list is available.

- c. Appointment to Temporary Position

When the Board expects a teacher to be absent for more than twenty (20) consecutive teaching days, the vacancy shall be filled by appointment to a temporary contract. In other circumstances when a teacher-teaching-on-call completes twenty (20) days continuous teaching in the same assignment, a temporary contract shall be granted retroactively (for the purposes of salary and experience only).

### **ARTICLE C.27 LAY OFF/SEVERANCE**

#### **1. Qualifications**

- a. Definition of Qualifications

- i. In this agreement, “necessary qualification” in respect of a teaching position means a reasonable expectation, based on the certification, training, education, and/or experience of that teacher, so that the teacher will be able to perform the duties of the position in a satisfactory manner.
- ii. In determining whether or not a teacher has the necessary qualifications for a position, the availability of education courses or other retraining

opportunities relevant to the position which the teacher is willing and able to complete shall be taken into consideration by the Board.

b. Establishment of Qualifications

The Superintendent of Schools shall ensure that, prior to lay off of a teacher, that teacher's qualification claims are reviewed, a decision is made about the validity of the claims and the teacher is advised. This decision is subject to the grievance procedure.

2. **Lay Off**

a. When for reasons listed in Article C.2.7 the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

b. Notice of Lay Off

The Board shall give each teacher it intends to lay off pursuant to this article at least thirty (30) days notice in writing. Such notice shall contain the reason for the lay off. Each teacher who receives a notice of intent to lay off and the Association shall receive from the Superintendent of Schools a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority.

3. **Re-Engagement**

a. Order and Procedures

- i. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article.
- ii. A teacher who is on the re-engagement list shall keep the Board informed of any change of names, telephone numbers and (email) addresses. Upon being notified in writing/email of a change, the Board shall confirm in writing/email the receipt of this notice. A teacher who is offered re-engagement pursuant to this article, shall inform the Board within three (3) working days of the receipt of such offer whether or not the offer is accepted in writing/email.

- iii. The Board shall allow ten (10) days from an acceptance of an offer under Article C.27.3.a.i for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, to a maximum of thirty (30) days. This period may be extended by mutual agreement between the Board and the teacher.

b. Rights to Re-Engagement

- i. Upon re-engagement, a teacher shall be entitled to an appointment equivalent to that previously held.
- ii. A teacher's seniority and right to recall to an appointment equivalent to that previously held shall not be affected by acceptance of an offer of a term specific appointment commencing in any period during which the teacher is entitled to re-engagement.
- iii. A teacher's right to re-engagement under this article is lost:
  - if the teacher elects to receive severance pay under this article;
  - if the teacher refuses to accept two offers of a continuing appointment to positions of equal or greater percentage of time (excluding one offer to Port Renfrew) for which they possess the necessary qualifications; or
  - if twenty-seven months elapse from the date of lay off under this article and the teacher has not been re-engaged.
- iv. The Board shall maintain a re-engagement list. Copies of that list will be sent to each person on that list and to the Association once during the fall term and one during the spring term each year.
- v. A teacher re-engaged pursuant to this section shall be entitled to all sick leave credit accumulated at the date of lay off.
- vi. A teacher who retains right of re-engagement pursuant to this section shall be entitled, if eligible, to maintain participation in all benefits provided in the Board/Association Salary Agreement, then utilized by the Board, at Board cost for the first month following lay off, and subsequently by their payment of the full costs to the Board of such benefits.
- vii. Article C.27.3.b.iii does not apply if at the time of such offers the teacher would be entitled to leave under this agreement.

c. Severance Pay

- i. A teacher on continuing appointment who has one or more years of continuous employment with the Board and who is laid off, may, at any

time during the 15 months following lay off, elect to receive severance pay.

- ii. Severance pay shall be calculated at the rate of 5% of one year's salary. The calculation of severance pay shall be based on the teacher's salary at the time of the teacher's lay off.
- iii. A teacher who receives severance pay pursuant to this article and who is subsequently re-hired by the Board, shall be entitled to retain all, or any portion of the severance award; however, those years of service used to generate the severance pay that is retained by the teacher may not be used for determining seniority or for calculating severance pay at the time of any subsequent lay off.

## SECTION D WORKING CONDITIONS

### ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

*Note: This table is a summary of the K-3 class size limits and is provided for reference only. The parties must refer to the language in full when applying the collective agreement. In particular, parties should review Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language ("LOU No. 12") Class Size provisions – paragraphs 6 – 9.*

Grade	Class Size Limits	Source of Class Size
Kindergarten	Shall not exceed 20 students	LOU No. 12
Grade 1	Shall not exceed 22 students	LOU No. 12
Grade 2	Shall not exceed 22 students	LOU No. 12
Grade 3	Shall not exceed 22 students	LOU No. 12

#### Local language:

*(Note: See Local Letter of Understanding No. 10: Science Laboratories - Class Size Grievance)*

1. The administration, in conjunction with the school staff, will develop the class organization which serves the needs of students and best utilizes professional staff.
2. The Board and the Association agree to the following class size limits:

#### Class Size

Special Education (High Incidence/Low Cost)	15 students
Special Education (Low Incidence/High Cost)	10 students
Intermediate (Grades 4-7)	28 students
Intermediate (Multi-aged Groupings)	26 students
Secondary English	28 students
Any other class	30 students

In those laboratories and workshops where student safety is a factor the number of students shall not exceed 24.

*[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.]*

*[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits any grades 4 to 12 class to 30 students unless it is appropriate for student learning (See section.76.1.(2.1).a), or a prescribed category of class (See section.76.1.(2.1).b). ]*

3. A larger grouping of students may be requested by the teacher to fulfil a particular educational purpose.
4.
  - a. At the elementary level, class size maximums shall be in force by October 1 each year or as shortly thereafter as possible; however, following October 1 classes may exceed the class limits by a flexibility factor of up to two (2) students except for Kindergarten to grade 3 primary classes where there is no flexibility factor.
  - b. At the secondary level class size limits may be exceeded by a flexibility factor of two (2) students. The teacher student load will not exceed 210 F.T.E. students. If an English teacher has more than 196 F.T.E. English students assistance will be provided.
5. Assignment to classes/courses on the basis of gender shall be made only for the purpose of achieving gender balance within a class.
6. The flexibility factor shall not apply for a class containing students with special needs as defined in Article D.2.1.

## **ARTICLE D.2 CLASS COMPOSITION AND INCLUSION**

No provincial language.

Local language:

The Board recognizes its responsibility to provide support and services for students with special needs. The Board shall maintain present funding levels with supplements as new students are identified, for the term of this agreement. (expiring June 30, 1994)

The integration of students with special needs requires continuous consideration and monitoring. The framework and processes outlined below will facilitate the determination of appropriate support levels:

1. For the purposes of this Agreement, students with special educational needs are those students identified by the School Based Team and confirmed by the District Screening Committee. This Committee shall include a representative chosen by the Association. Appeals regarding decisions made by the District Screening Committee will be made to the Joint Integration Implementation Committee.



2. The Superintendent or designate shall chair the Joint Integration Implementation Committee. The remainder of the Committee shall include an equal number of representatives chosen by the Association and the Board. The purpose of the Committee will be:
  - a. to develop effective methods for the disbursement of district support allocations for students with special needs;
  - b. to coordinate and recommend integration practices and to participate in the development of integration procedures not already specified in this article;
  - c. to ensure prior to finalizing the placement of students with special needs the provision of appropriate resources and to determine class size and composition as it relates to the integration of students with special needs, and the impact of integration on the class;
  - d. to monitor the implementation of recommended procedures as developed in (b).
3. A school based team, including an administrative officer, classroom teacher(s), learning assistance teacher, counsellor and/or special program teacher(s) and other personnel as appropriate shall make recommendations at the school level and may make representation to the District Screening Committee and, when deemed necessary, to the Joint Integration - Implementation Committee.
4. In determining the appropriate support levels, the following shall be considered:
  - a. personnel requirements and the educational planning for the resource needs of students with special needs;
  - b. the class size and composition and educational needs of the other students of the proposed receiving class;
  - c. the provision of release time from the instructional day to determine the needs of such students, to receive related training, prepare I.E.P.'s and to consult with other staff and resource persons;
  - d. the provision of appropriate time and resources to the classroom teacher for ongoing classroom assessment and consultation.
5. Classroom teachers integrating students with special needs shall share the responsibility for the preparation and implementation of I.E.P.'s with appropriate support personnel.
6. Planning for the integration of students with special needs shall occur in the spring of each year for placements in the following September. Where students with special needs are integrated into a regular class that class shall be smaller than the established class size limit (as per Article D.1) when recommended by the School-Based Team and confirmed by the Joint Integration Implementation Committee.

7. After September 30th, and prior to finalizing their placement, students with special needs will be integrated into regular classes using the processes described in Article D.2.4.
8. At the request of the receiving teacher and where practicable, the School-Based Team shall meet within five teaching days to review the inclusion of a student with special needs in a regular classroom.

### **ARTICLE D.3 NON-ENROLLING STAFFING RATIOS**

*Note: This table is a summary of the provincial non-enrolling teacher staffing ratios and is provided for reference only. The parties must refer to Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language ("LOU No. 12") in full when applying the ratios.*

*Where the ratio below is from a source other than LOU No. 12, it is a lower ratio and has replaced the ratio in LOU No. 12.*

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:300 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:21.5 ESL/ELL students	Former LOU No. 5 (2000)

### **ARTICLE D.4 PREPARATION TIME**

1. Each full-time elementary teacher shall receive 100 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective June 30, 2019, each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

[Note 1: See Article D.24 Instructional Time/Duration of the School Day]

[Note 2: See Local Letter of Understanding No. 9 Middle School Part Time Teacher Prep]

## **ARTICLE D.5        MIDDLE SCHOOLS**

1.     Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2.     Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3.     In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4.     If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a.     The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b.     In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c.     The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i.     Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii.    Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii.   Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv.    The hearing shall commence within a further ten (10) working days; and
    - v.     The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.

6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

#### **ARTICLE D.6          ALTERNATE SCHOOL CALENDAR**

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and

- e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
- 8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

## **ARTICLE D.24 INSTRUCTIONAL TIME/DURATION OF THE SCHOOL DAY**

[Note 1: Article D.24 does not apply for Night School – Adult Education.]

[Note 2: See Local Letter of Understanding No. 9 Middle School Part Time Teacher Prep]

- 1. A teacher's instructional assignment shall be defined as time during the school week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities including study periods.
- 2. The instructional time for full-time Elementary School teachers shall be 23 hours and 45 minutes per week and for full-time Secondary teachers and Middle School teachers and Continuing Education Distance Learning teachers shall be 25 hours and 45 minutes per week, each inclusive of preparation time but exclusive of recess, class breaks and the lunch period.

The duration of the school day shall continue to reflect current practice. Any changes will be made with the consent of those affected.

Current practice is as follows:

Elementary Schools - 6 hour day inclusive of instruction time, recess and lunch break (approximately one hour).

Secondary/CEDL Schools - 6 1/2 hour day inclusive of instructional time, homeroom (if any), time to change classrooms and lunch break (approximately one hour).

The Sooke Teachers' Association Executive and the Superintendent will work together to develop ways of allowing organizational changes that impact on the school day to occur in a mutually satisfactory manner.

- 3. Full-time Secondary School teachers assigned to classroom instruction or Continuing Education Distance Learning shall be entitled to 12.5% of total instructional time for preparation purposes.

4. Full-time Middle School teachers assigned to classroom instruction shall be entitled to 150 minutes per week of instructional time for preparation purposes.
5. Full-time Elementary School teachers assigned to classroom instruction shall be entitled to one hundred ten (110) minutes per week of instructional time for preparation purposes.
6. Elementary and Middle School part-time teachers shall receive time for preparation purposes pro-rated in proportion to their assignment.
7. Part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.

## **ARTICLE D.25      REGULAR WORK YEAR FOR TEACHERS**

[Note: See Local Letter of Understanding No. 8 School Planning Day]

1. The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.

All days in session shall be scheduled between the Tuesday after Labour Day and no later than the last Friday in June of the subsequent year, excluding Saturdays and Sundays, Statutory Holidays, Christmas Break and Spring Break. When the last Friday in June falls on or before June 25th then the last day of school shall be June 30th.

Annual hours for a full-time Night School – Adult Education teaching position shall equate to 975 hours of instruction.

2. The days in session in the regular work year for the teacher shall include:
  - a. no fewer than five (5) non-instructional days designated as:
    - i. three (3) professional development days,
    - ii. two (2) community interaction days, with the Association participating in the planning for these days,
  - b. no fewer than one year-end administrative day,
  - c. no fewer than four (4) half-days (or two (2) full days) for parent- teacher consultation, (for CE/DL these days may be used for parent-teacher or student-teacher consultation)
  - d. no fewer than four (4) early dismissal days for the purpose of parent/teacher interviews (for CE/DL these early dismissals may be used for parent-teacher or student-teacher interviews).

**[Note: Article D.25.2 does not apply for Night School – Adult Education.]**

3. In consultation with the principal, teachers registering students who have reached five (5) years of age on or before December 31st in a school year may allow for gradual entry of these students for the five (5) days following the opening day.
4. The first day of Christmas Break shall be on the Monday preceding December 26th. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday than school shall reopen on the following Tuesday.
5. The first day of Spring Break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
6. With the exception of Secondary School Counsellors any work performed beyond the teachers' regular work year shall be voluntary. Secondary School Counsellors may be required to work beyond the regular work year and shall be compensated as outlined in this article. Teachers covered by the agreement who are requested in writing by the Superintendent or designate to work beyond the number of days specified in Article D.24.1 [unless regular school work is unfinished], shall have the option of being paid at a rate of 1/195th of annual salary per day, or have equal time off in lieu, subject to operational requirements. All other benefits and conditions provided by this agreement shall apply to such work. This provision applies to a teacher required by the Board to attend court during non-teaching days.
7. No teacher shall suffer a loss of pay in the event of a Board ordered closure due to unsafe conditions.

## **ARTICLE D.26 SUPERVISION DUTIES**

1. No teacher shall be required to perform more than thirty (30) minutes of regular supervision duties per week, exclusive of lunch break. Any such supervision must begin no earlier than forty-five (45) minutes before and end no later than forty-five (45) minutes following regular instructional hours.
2. Teachers shall be entitled to a duty free lunch break.
3. Secondary teachers who volunteer to provide lunch duty supervision will, in compensation, receive one release day for every five hours of such supervision.

## **ARTICLE D.27 EXTRA-CURRICULAR ACTIVITIES**

1. Extra-curricular activities and programs are defined as being aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curricula.

2. While the Board and Association agree that extra-curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
3. The Association will not authorize or encourage any concerted withdrawal of extra-curricular activities during the term of this agreement.
4. Extra-curricular activities shall not form any part of the job description, postings, or evaluations of any teacher.
5. While involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board.
6. The board agrees not to enter into an agreement with any employee which reduced the hours of instruction or provides other compensation for providing extra-curricular activities.

#### **ARTICLE D.28 AVAILABILITY OF TEACHERS-TEACHING-ON-CALL**

[Note : See Local Letter of Understanding No. 3 Availability of Teachers Teaching on Call]

1. It shall be normal practice for the Board to employ a Teacher-Teaching-On-Call to replace that teacher upon being informed of such absence.
2. Teachers, except Teachers-Teaching-On-Call, shall not be required:
  - a. to perform instructional duties of a teacher who is absent;
  - b. to supervise the students of a teacher who is absent, except in emergency situations.
3. For Night School – Adult Education classes, a class may be cancelled or re-scheduled by mutual agreement between the teacher and the Principal.

#### **ARTICLE D.29 STAFF MEETINGS**

1. At the start of each school year, the principal shall consult with the school staff prior to determining procedures and guidelines for regular staff meetings . These procedures shall include such matters as agenda setting, circulation of agendas, place , notice of meetings and procedures for absences from meetings. Once determined , these procedures shall be outlined in writing and distributed to each staff member by October 1 of each year.



2. There shall be a maximum of one staff meeting per month, except:
  - In the case of an emergency or special meeting
3. Teachers shall not be required to attend staff meetings:
  - Which commence prior to 45 minutes before classes begin or which conclude more than 90 minutes after dismissal of students
  - During recess or during lunch break
  - On weekends , holidays or other days when school is not in session
  - Which occur at a time when that teacher does not normally work
4. It is recognized that from time to time, circumstances arise which make it necessary for the principal to call a special or emergency staff meeting. Special or emergency staff meetings may not be governed by the procedures determined for regular staff meetings. Teachers who would not normally be at work, or who have prior commitments at a time when a special or emergency staff meeting is held, shall not be required to attend; however, any teacher who is not present is responsible for apprising themselves of the agenda and decisions made. The principal will ensure that staff members not in attendance are informed that a meeting took place.
5. Written minutes of staff meetings shall be kept and circulated to all staff members. No teacher will be required to take meeting minutes.

#### **ARTICLE D.30      HEALTH AND SAFETY**

1. A Joint Occupational Health and Safety Committee shall be established by the employer in accordance with the Workers' Compensation Act (WCA) and Occupational Health and Safety Regulation (OSHR).
2. Recommendations of the Committee shall be presented to the Superintendent for appropriate action.
3. The Board and Union recognizes the Workers' Compensation Act and Occupational Health and Safety Regulation and will work to adhere to the WCA and the OHSR in providing a safe and healthy environment in the workplace.
4. Every employee covered by this Collective Agreement has a duty to work in a safe manner, to ensure safe working conditions, and to promote safe working practices and positive attitudes towards accident prevention.
5. Every employee covered by this Collective Agreement shall perform their job only if it is safe to do so.

## **ARTICLE D.31 BEGINNING TEACHERS**

In discussing staff assignments as per Article E.23.2 and making assignments as per Article E.23.1, special consideration shall be given to creating, within the school, teaching conditions which will help beginning teachers adjust successfully to teaching.

## **ARTICLE D.32 HOME EDUCATION**

A teacher assigned responsibility for any educational services to home-schooled students shall be given adequate time to provide such services within the weekly instructional assignment.

## **ARTICLE D.33 TECHNOLOGICAL CHANGE**

### **1. Definition**

For the purposes of this agreement the term “technological change” shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services where such change or changes significantly affect the terms and conditions or security of employment of a significant number of members of the association and alters significantly the basis on which the agreement was negotiated, including:

- a. the introduction, because of technological change or development, of equipment, material or processes different in nature, or type from that previously utilized;
- b. a change in work methods, or processes that is related to the introduction of that equipment or material.

### **2. Consultation**

When the Board intends to introduce a technological change that is likely to affect the terms and conditions or security of employment of members of the Association, the Board shall request a meeting with the Association to discuss the intended change.

### **3. Notice**

- a. When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing.
- b. Such notice shall be given as far as possible in advance of, and at least 90 days before, the term in which the introduction of the technological change is intended.

### **4. Data to be Provided**

The notice of intent to introduce a technological change shall contain:

- a. the nature of the change;
- b. the date on which the Board proposes to effect the technological change;
- c. the approximate number, type and location of association members likely to be affected by the change;
- d. the effects the change may be expected to have on association members' working conditions and terms of employment;
- e. all other pertinent data relating to the anticipated effects on association members.

The Board shall update this information as new developments arise and modifications are made.

## 5. Negotiations

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to discuss the problems arising from this intended change and endeavour to reach agreement on the measures to be taken by the Board to protect the Association members from any adverse effects, due to this change.

Such agreement may include:

- a. the provision of training or retraining to one or more association members;
- b. the transfer or reassignment of association members to other assignments;
- c. the entering into of letters of agreement protecting association members from anticipated health and safety effects.

## 6. Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure.

## 7. Failure to Reach Agreement

Upon failing to reach agreement as outlined in Article D.33.5 either party may refer the matter of technological change directly to arbitration as outlined in this agreement. No technological changes shall be implemented prior to a ruling from Arbitration.

## **ARTICLE D.34      STUDENT MEDICATION AND MEDICAL PROCEDURES**

1.      Employees shall not be called on to administer medication or administer other medical procedures on a regular or predictable basis.

## **SECTION E PERSONNEL PRACTICES**

### **ARTICLE E.1 NON-SEXIST ENVIRONMENT**

1. A non-sexist environment is defined as that in which there is no discrimination against employees by portraying them in gender stereotyped roles or by omitting their contributions.
2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development of non-sexist educational programs, activities, and learning resources for both staff and students, and their integration and implementation.

### **ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT**

#### **1. General**

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
- e. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- f. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## 2. Definitions

### a. Harassment includes:

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as intimidation, threats, coercion and blackmail.

### b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## 3. Resolution Procedure

### a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential

means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
  - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
  - ii. recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request:

- (1) that the investigator shall be of the same gender as the complainant; and/or
- (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

Where practicable the request(s) will not be denied.

- v. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### 4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.



## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
  - iv. outlining strategies to prevent harassment and sexual harassment;
  - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## **ARTICLE E.21 APPOINTMENTS, TRANSFERS AND ASSIGNMENTS**

Staffing procedures are designed to ensure the best possible service to students.

### **1. Vacancies**

“Vacancy” means an existing or newly created teaching position to which a teacher is not assigned.

### **2. Posting Vacancies**

- a. Copies of all postings for vacant positions shall be forwarded at the time of posting to the Association president, School Administrative Officers, and Association staff representatives.
- b. Vacancies may be advertised outside the district.
- c. When the Board expects a teacher to be absent for more than 20 consecutive teaching days, the vacancy shall be posted for a period of 5 school days and filled by appointment on a term specific contract. In other circumstances, when a teacher-teaching-on-call completes 20 days continuous teaching in the same assignment, a term specific contract shall be granted retroactively (for the purposes of salary and experience only).

- d. Vacancies that occur during July and August shall not be posted earlier than the week prior to school opening and shall remain posted after school opening for 5 school days.
- e. Every posting shall contain:
  - i. identification of the teaching position to be filled (i.e. subject area(s), grade or age level(s) of students, work location, full-time or specified part-time, start date and, if applicable, end date);
  - ii. preferred qualifications where the requirements of the position necessitates specific academic preparation and/or experience.
  - iii. other descriptive information as appropriate.
- f. Job descriptions, postings, advertisements and application forms for vacant teaching positions shall not include reference to extra- curricular activities, nor will extra-curricular activities form part of any contract of employment.

### 3. **Filling Vacant Positions**

- a. The Board shall fill vacancies for positions covered by this agreement, other than teaching positions of special responsibility in the order listed in Article E.21.3.e provided that the teacher appointed to perform the duties of the vacant position has the necessary qualifications. Necessary qualifications are defined as certification and academic preparation, recent experience in a similar assignment, quality of service as reflected in reports, and references. Where the qualifications of two or more applicants for a position are equal, the teacher with the greatest district seniority shall be appointed.
- b. Vacancies for positions of special responsibility shall be filled by competition.
- c. Positions shall normally be filled within 10 school days of the end of the posting period.
- d. If a posted position in which there is no incumbent requires filling during the school year and the successful applicant is currently employed in another full-time assignment or in a part-time assignment which may conflict with the scheduled assignment of the position to be filled, the successful applicant shall fill the position at a time mutually agreeable to the teacher and the school based administrative officers, using consideration of the continuity of programs for students as a guideline. For the intervening period, if any, the position shall be filled on an interim basis as a term specific assignment.

- e. The Board shall fill vacancies for positions in the following priority:
  - i. teachers returning from leave of absence, including appointment reduction leave; teachers not utilized in their present schools, subject to rights of review of that transfer; and teachers transferred on the initiative of the Board in the previous three years;
  - ii. all other continuing teachers and teachers on the recall list;
  - iii. teachers who have had a term specific appointment (or appointments) of not less than 8 months in the previous 10 school months, and who have not received a less than satisfactory report;
  - iv. Teachers-teaching-on-call. Teachers-teaching-on-call who have taught in the District seventy (70) days or more in the previous 10 teaching months immediately preceding application shall, if qualified, be given an interview.
  - v. other applicants.

#### **4. Secondments**

A teacher who accepts a one year secondment to the Ministry of Education, a University or similar educational institution, or participates in a recognized teacher exchange program shall be entitled to return to the position held prior to secondment. If the secondment or exchange is for more than one year the teacher will be placed as per Article E.21.3.e.i.

#### **5. Transfer Sequence**

- a. The teacher applies for transfer prior to March 1. The teacher's request is acknowledged in writing.
- b. A list of vacancies for the next school year is posted and includes all existing or newly created positions to which a teacher is not assigned.
- c. Placements are made; teachers are notified.
- d. Additional transfer requests are permitted until May 15.
- e. Notification is given of unsuccessful transfer requests.

#### **6. Transfers Initiated by the Teacher**

- a. Teachers may apply for transfer generally by request in writing to the Superintendent of Schools between January 1 and March 1. Such requests are to be acknowledged in writing. Teachers who have requested a transfer may apply for any vacant position at the time it is posted.

- b. When the staffing process is completed and the request for transfer is not effected, the teacher shall be notified in writing.
- c. Denied transfer requests may be grieved.

## 7. **Transfers Initiated by the School Board**

- a. Transfers initiated by the Board may occur at any time and shall only be initiated for educational reasons. They shall include those transfers needed to adjust staffs to adhere to Board-approved staffing guidelines.
- b. Where a principal cannot utilize all existing personnel, and if there are several teachers in a school who are qualified to fill a certain position, the principal will first ask for volunteers to transfer to another school. If there are no volunteers, the teacher or teachers with the least district seniority will be designated as surplus to that school.
- c. Where, because of declining enrolment, a transfer is necessary during the school term, the Board shall first ask for volunteers to transfer from the school with surplus teachers. If no one volunteers, then the teacher with the proper qualifications for the vacant position and the least district seniority in that school, shall be transferred. If the transfer of this teacher would result in the elimination of school programs, then this person could be exempted from the transfer process.
- d. Where the provisions for seniority-based transfers in Clause b and c would result in a full-time teacher's assignment being shared between two schools, and where the transfer of a part-time teacher (notwithstanding their seniority) would prevent this splitting of a full-time assignment, then that part-time teacher may be the one transferred provided:
  - i. the receiving school gives regard to the teacher's previous experience and qualifications when assigning duties;
  - ii. the receiving school makes every effort to match the teacher's previous schedule of assignments and workdays (unless otherwise agreed to by the teacher).
- e. The Superintendent of Schools or designate intending to recommend the transfer of a teacher for reasons other than stated in Clause b or c, shall meet with the teacher, who may be accompanied by a representative of the Association, at least seven (7) days prior to the recommendation being placed before the Board or the effective date of transfer whichever is sooner, to explain the nature of the transfer and the reasons for it. The teacher shall have the opportunity to consider the matter, advise the Board official of any retraining requirements, in- service release time, or support, which they believe necessary and reply before the transfer is effected (within 72 hours of the meeting). The Sooke Teachers' Association shall be notified prior to effecting such transfers.

- f. Where reassignment is necessary near the beginning of, or during the school year, district staff will approve release time of up to three (3) days from regular duties to assist the teacher in making the move.
- g. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, if:
  - i. there remain no vacancies in the teacher's existing grade level, or subject area, for which they have the necessary qualifications;
  - ii. the Board provides adequate support and in-service release time to ensure professional retraining commensurate with the degree of change of the assignment.
- h. Teachers reassigned as a result of a Board-initiated transfer shall not be subject to another such transfer for a period of three years.
- i. A teacher who is transferred for reasons of projected enrolment decline, position reduction, or other such factors, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize by September 30.
- j. A board-initiated transfer may be grieved.

## **8. Transfers**

- a. Teacher-initiated transfers are effected through the posting process except as provided in b, below.
- b. Teachers who hold comparable positions may mutually agree to exchange their positions for a definite or indefinite period of time, provided that the exchange does not constitute an increase or decrease in appointment, and provided that the administrative officers also agree.
- c. The board may transfer a teacher to another school or work location only as specified elsewhere in this collective agreement. Transfers shall not be effected for disciplinary reasons.

## **ARTICLE E.22 OFFER OF APPOINTMENT**

- 1. The Superintendent or designate has the authority to offer an appointment to a teacher.
- 2. The Board shall confirm an offer of appointment to the district, in writing or by email within two working days.

3. An offer of appointment to the district shall be deemed to have been accepted by the Board when the acceptance has been emailed or received in writing by to the Board within two working days.

#### **ARTICLE E.23      ASSIGNMENT - IN SCHOOL**

1. Assignments within a school shall be based collectively on qualifications, training, experience, equitable distribution of workload, teacher preference and educational requirements. Assignments shall not be used for disciplinary purposes.
2. A staff meeting shall be held prior to March 30th for the purpose of discussing the proposed timetable, staff assignments, and teaching requirements of the school for the next school year.
3. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the staff committee. The committee may, after hearing the principal, teacher and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.
4. It shall not be normal practice for the Board to alter a teacher's assignment within a school; however, declining grade and/or course enrolment, and/or budgetary considerations and/or educational considerations may necessitate such an alteration. The Board or its designate(s) will consult with a teacher prior to effecting an alteration in that teacher's assignment.
5. Special consideration in assignment may be given to a teacher returning from medical leave of absence with reference to the reasons for the leave and the teacher's state of health upon return, and may involve a return to part-time teaching pursuant to Article G.11.1

#### **ARTICLE E.24      EVALUATION PROCEDURES**

1. The purpose of the evaluation program is to promote the development and maintenance of excellence in the quality of instruction.
2. All formal reports on the work of a teacher shall be in writing and no informal reports shall be placed on a teacher's district personnel file.
3. A teacher evaluation report may be prepared on a teacher's general performance in the school and the learning situation in the teacher's class at any time, provided there is a reasonable interval between assessment reports.
4. Prior to commencing observations, the evaluator shall give reasonable notice and meet with the teacher to discuss and explain the district evaluation criteria, process and schedule.

5. Reports shall be based primarily on the teacher's assignment in their area of prime expertise and shall differentiate between the teacher's assignment and their professional training and experience.
6. Each written report shall be based on at least three comprehensive classroom visits which reflect the teacher's assignment. The classroom visits for the purpose of preparing the teacher evaluation report can occur at any time during the school year, recognizing that visits in September and June should occur only in limited situations. A first less than satisfactory report will not be filed after May 31 of a school year.
7. The formal evaluation report shall be prepared only by an Administrative Officer where the teacher is employed, the District Superintendent, Associate Superintendent, and/or Directors of Instruction and shall be prepared and written based on independently collected data.
8. The evaluation process shall include:
  - a. A series of formal observations each followed by an observation conference.
  - b. A post evaluation conference for discussion and review of the draft report.
  - c. The right of the teacher to submit to the evaluator a written commentary on the final report which shall be filed with all copies of the report.
  - d. The final report shall be filed in the teacher's personnel file at the school district office. No other copies of the report shall be filed except as provided in the *School Act* and Regulations.
9. Where appropriate and in the case of a less than satisfactory report, a plan for improving instruction shall be developed with the teacher. Such a plan shall be made available to the teacher. The implementation of such a plan shall be the joint responsibility of the teacher and the Board. A reasonable period of time shall elapse before a subsequent evaluation is initiated.
10. The content of a less than satisfactory report is subject to the grievance procedure.
11. Teacher-Teaching-On-Call Reference

After five (5) days of teaching in a school a teacher-teaching-on-call may request a letter of reference from an administrative officer of that school.

## **ARTICLE E.25 PERSONNEL FILES**

1. One official personnel file for each teacher shall be maintained at district offices.
2. Working copies of personnel files will not be maintained in schools.



3. After receiving a request from a teacher, the superintendent, or designate, shall grant access to that teacher's file as soon as possible.
4. An appropriate school board official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
5. The school board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files.
6. When materials which may be considered to be detrimental to the teacher are placed on a teacher's personnel file, that teacher shall be given a copy of the material.
7. Where supervisory material, material critical of the teacher or in the nature of a reprimand is placed in the file, the teacher may, by mutual agreement with the Board, elect to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.
8. Personnel files shall be kept in a confidential manner.
9. Medical information will be kept in a confidential envelope in the personnel file. Human Resources will remove the confidential medical envelope prior to granting file access to anyone other than the employee.

## **ARTICLE E.26 SCHOOL ACT APPEALS**

1. The Association and the Board recognize that from time to time, disagreements may arise between teachers and parents/guardians and/or students. The Association and the Board also recognize that in most cases these disagreements are best handled at the teacher/parent/guardian and/or teacher/student level. The parent/student initiating the appeal must have discussed the decision in question with the following personnel:
  1. the employee(s) who made the decision
  2. The employee(s) immediate supervisor (principal, manager of operations).
  3. The executive office responsible (Superintendent, Secretary-Treasurer, or designate).
2. The employee shall be notified as soon as operationally possible in the event that a decision of an employee is being appealed by a student and/or parent/guardian under the *School Act (Section 11)* and/or Board Policy (C-350).
3. The affected teacher shall be given access to all relevant documentation upon which the appeal is based and shall be entitled to meet with the Superintendent or designate to attempt to resolve the matter before it proceeds to the Board for a formal appeal hearing where at any such meeting the teacher shall have the right to representation.

4. The affected teacher shall have the opportunity to provide a written reply to any allegations contained in this appeal and will be entitled to be present with a representative and to respond when an appeal is heard.
5. No decision or by-law of the employer with respect to the conduct of such appeals or disposition of any appeal shall abrogate any right, benefit, or process contained in this agreement.

#### **ARTICLE E.27 NO DISCRIMINATION**

There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical or mental disability, sex or sexual orientation, gender identity or gender expression, religious or political affiliation, national origin, marital status, whether they have children, or because they are participating in the activities of the local or BCTF, carrying out duties as a representative of the local or BCTF, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

#### **ARTICLE E.28 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:

- a. working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
- b. providing additional funding if required to the Employee Family Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;
- c. providing, upon request by the employee, available factual information to parents and students;
- d. providing restitution of lost wages resulting from the suspension of the teacher.

#### **ARTICLE E.29 PARENTAL CONCERNS**

In the event that a parent/guardian expresses a concern/complaint to an administrator regarding a teacher, and in the opinion of the administrator, further action is required, the complainant will be directed to:

- a. The teacher
- b. If a resolution is not achieved the principal will, after consultation with the teacher, attempt to mediate the situation.

## **SECTION F PROFESSIONAL RIGHTS**

### **ARTICLE F.21 CURRICULUM AND PROGRAM CHANGE**

The Board and Association agree that teachers are key agents in the implementation of curriculum and program change.

1. Significant educational changes shall be considered by the Joint Education Change Committee.
2. The Joint Education Change Committee membership shall consist of an equal number of S.T.A. and Board Representatives. The Committee shall be co-chaired by one representative of the S.T.A. and one representative of the Board.
3. The committee's recommendation(s) shall be based on the following:
  - a. The physical resources, learning resources, and facilities necessary to implement the change;
  - b. The establishment of criteria for measuring the success of the program or activity prior to its implementation;
  - c. Necessary time needed to provide clarity, address problems, evaluate, share and report, and plan collaboratively;
  - d. Adequate training and inservice;
  - e. Appropriate retraining for teachers whose assignments and/or courses are changed as a result of the implementation of educational change;
  - f. The overall timing and the amount of time available for the planned implementation including the appropriateness of lead schools and pilot programs in the district.
4. The Joint Education Change Committee shall make its recommendations to the Education Committee of the Board.

### **ARTICLE F.22 PROFESSIONAL DEVELOPMENT: FUNDING AND CONTROL**

1. The Board and the Association agree that funding which promotes and fosters the professional development of teachers shall be covered by this clause.
2. The Board and Association shall establish a fund for the purpose of promoting professional development of the teaching staff of the school district.

3. The Board and the STA, in recognition of the role of the Sooke Teachers Association Professional Development Committee having control of the Professional Development Fund, agree to the transfer of funds for teacher professional development.
4. The Professional Development Fund shall be controlled by the Professional Development Committee.
5. The Board agrees that its annual contribution to the Professional Development fund shall be one hundred (\$100.00) per teacher, subject to the Association contributing forty (\$40.00) per teacher annually. The transfer of funds by the Board to the Association will take place by October 31<sup>st</sup> of each year. October 21<sup>st</sup> will be the cutoff date to establish the number of teachers in the district for funding purposes. The Association will provide to the Board confirmation of the Association's per member contribution of forty (\$40.00) per member by December 31<sup>st</sup> of each year. The Board shall also contribute five hundred (\$500) per year to the Professional Development Fund for Teachers Teaching on Call.

#### **ARTICLE F.23      PROFESSIONAL AUTONOMY**

The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers shall, within the bounds of the prescribed curriculum and consistent with recognized effective educational practice, have individual professional autonomy.

## **SECTION G LEAVES OF ABSENCE**

### **ARTICLE G.1 PORTABILITY OF SICK LEAVE**

1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
  - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

*(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)*

**[See also Article G.21 Sick Leave, for sick leave use and accrual.]**

### **ARTICLE G.2 COMPASSIONATE CARE LEAVE**

1. For the purposes of this article “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave,
  - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.
8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

*(Note: The definition of “family member” in Article G.2.1 above, shall incorporate any expanded definition of “family member” that may occur through legislative enactment.)*

### **ARTICLE G.3          EMPLOYMENT STANDARDS ACT LEAVES**

In accordance with the *BC Employment Standards Act* (the “Act”), the Employer will grant the following leaves:

- a.     [Section 52          Family Responsibility Leave](#)
- b.     [Section 52.11      Critical Illness or Injury Leave](#)
- c.     [Section 52.5        Leave Respecting Domestic or Sexual Violence](#)

*Note: In the event that there are changes to the Employment Standards Act with respect to the Part 6 Leaves above, the legislated change provisions (A.9) will apply to make the necessary amendments to this provision.*

### **ARTICLE G.4          BEREAVEMENT LEAVE**

1.     Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. **[See Article G.4.5.]**

For the purposes of this article “immediate family” means:

- a.     the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b.     Any person who lives with an employee as a member of the employee’s family.
2.     Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
  3.     In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
    - a.     in relation to an employee:
      - i.       a member of an employee's immediate family;
      - ii.      an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;

- b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

**Local Provisions:**

5. Leave in excess of the amount specified in Article G.4.1 may be granted with pay less the cost of a teacher-teaching-on-call upon written request to the Superintendent of Schools or designate.

**Note: See also Article G.29 Leaves with Pay.**

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

- 1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.
- b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.
- 2. The leave will be in addition to any paid discretionary leave provided in local provisions.
- 3. The combination of this provision with any other same provision shall not exceed three (3) days.

*Implementation:*

- 1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*
- 2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has*



*already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

**Note: See also Article G.30.2 Discretionary Leave.**

## **ARTICLE G.6 LEAVE FOR UNION BUSINESS**

Note: Article G.6.1.b applies for the purposes of Article A.10 only.

1. b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

## **ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS**

1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the collective agreement.
2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

## **ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM**

Time spent conducting union business on a local or provincial negotiating team will be recognized for the purpose of seniority and experience recognition.

## **ARTICLE G.9            TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE**

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
  - a. Teacher Evaluation
  - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

## **ARTICLE G.10            TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES**

Teachers granted the following leaves in accordance with the collective agreement:

- a. Pregnancy leave (Employment Standards Act [ ESA ])
- b. Parental Leave (Employment Standards Act [ ESA ])
- c. Extended Parental / Parenthood Leave (beyond entitlement under Employment Standards Act [ ESA ])
- d. Adoption Leave (beyond entitlement under Employment Standards Act [ ESA ])
- e. Compassionate Care Leave

Will be able to return to their former teaching position in the school that they were assigned to for a maximum of one (1) year (twelve months) from the time the leave of absence commenced. The teacher's position will be posted as a temporary vacancy. Upon return from leave, the employee will be assigned to the same position or, if the position is no longer available, a similar position.

## **ARTICLE G.11      CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES**

The Superintendent of Schools or their designate, may grant five (5) paid days per year leave with seven (7) days written notice from the employee to participate in Aboriginal Cultural event(s). Such leave shall not be unreasonably denied.

## **ARTICLE G.21      SICK LEAVE**

1. Sick leave means the period of time a teacher is permitted to be absent from work at their regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.
2. Sick leave allowance means the number of days that a teacher has been credited through service to the Board and for which they will be entitled to sick leave at their regular rate of pay.
3. Sick leave allowance shall be credited to a teacher on the basis of one-and-one half (1-1/2) days for each month of service to the Board. A teacher must work a minimum of five (5) days per month to earn 1 1/2 days sick leave for that month.
4. In the first two (2) years of employment with the Board or upon return from being in receipt of salary indemnity benefits or W.C.B. leave, a teacher shall be advanced (one time only) from their annual allotment the number of days required to have an initial 15 day sick leave credit. Teachers commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.
5. In any one year when a teacher has not used their sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for their future use.
6. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted. Part-time teachers shall earn credit based on % of appointment and deduction shall be made on the basis of one (1) day or portion thereof in accordance with the teachers assignment for that day.
7. A teacher entitled to Workers' Compensation benefits or Insurance claims (I.C.B.C.) for time lost from work shall remain on full salary until accumulated sick leave has expired,

provided that the teacher ensures that all Workers' Compensation Board cheques and Insurance claim settlements for lost time are paid to School District No. 62 (Sooke). Sick leave will be used to pay the difference between the Workers' Compensation Board allowance and the teachers' regular salary. The sick leave in days will be converted to its value in dollars and drawn upon until it has expired. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

8. All monies received by a teacher by way of compensation for loss of wages as described in the preceding paragraph shall be paid to the Board in return for which the Board shall reinstate the teacher the full amount of their sick days used.
9. A teacher may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out their duties due to such illness.
10. When a teacher is laid off or given leave of absence without pay (in excess of one (1) month) for any reason and returns to the service of the Board upon expiration of such leave of absence, they will not receive sick leave allowance for the period of such absence but shall retain their cumulative allowance, if any, existing at the time of such leave or lay off, unless otherwise provided for in this agreement. [See Article G.21.12 and G.21.13 below.]
11. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each teacher every pay period of the amount of their accumulated sick leave allowance. Any teacher shall be advised, upon application, of the amount of their sick leave allowance.
12. Any teacher who is subsequently rehired retains all their accumulated sick leave credits except as provided in Article G.21.13 below.
13. A teacher shall not retain those leave credits that were previously ported from SD No. 62 to another district, pursuant to Article G.1. Pursuant to Article G.1, an employee who is rehired to SD No. 62 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

## **ARTICLE G.22      MATERNITY LEAVE**

### **1.      Amount of Leave**

An employee, on their written request, supported by written medical verification stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work without pay as provided for:

- a.      in Part 6 of the *Employment Standards Act* (see Appendix A), or

- b. as provided for in Part 6 of the *Employment Standards Act* and where the expiration of the period of leave does not coincide with the commencement of the next term, semester or following the next natural break in the school year at the employee's school, an additional period of time so that their return to duty will coincide with the commencement of the next term, semester, or following the next natural break in the school year, whichever occurs first. The terms and conditions of the teacher's employment shall not be changed during the additional period of time described in this Article. (i.e. increment, seniority, benefits, return to same position)

## **2. Extensions Provided By District**

- a. The end of the "period stipulated in legislation" is considered to be the date on which the leave covered under G.22.1.a or, where applicable, G.22.1.b, terminates.
- b. Extensions, where granted, will provide for return to work as follows:
  - i. if the period stipulated in the legislation ends between January 1 and June 30: September 1 of the current calendar year or September 1 of the following calendar year or the commencement of the next school term.
  - ii. if the above period ends between July 1 and December 31: January 1 of the following calendar year or the commencement of the next school term.
  - iii. a further extension of one school year may be granted if requested by March 1st of the current school year.

## **ARTICLE G.23 ADOPTION**

- 1. In the case of adoption, a leave of absence equal to Maternity Leave (Article G.22.1.a & b) shall be granted upon written request and shall commence from the date of arrival of the child in the home. If both adoptive parents are employees of the Board, then leave shall be granted to only one.
- 2. Paid leave shall be granted to either parent, or both, if both are employees of the Board for up to 10 working days for mandatory interviews or travelling time to receive the child.

## **ARTICLE G.24 PARENTAL LEAVE**

- 1. An employee, on their written request for parental leave, is entitled to a leave of absence from work, without pay
  - a. as provided for in Part 6 of the *Employment Standards Act*, or

- b. as provided for in Part 6 of the *Employment Standards Act* and where the expiration of the period of leave does not coincide with the commencement of the next term, semester or following the next natural break in the school year at the employee's school, an additional period so that their return to duty will coincide with the commencement of the next term, semester or following the next natural break in the school year. The terms and considerations of the teacher's employment shall not be changed during the additional period of time described in this Article. (i.e. increment, seniority, benefits, return to same position)

## **ARTICLE G.25 MATERNITY SEB PLAN**

- 1. The parties agree, pursuant to the *Employment Insurance Act*, that the objective of the plan is to supplement the unemployment insurance benefits received by employees due to an interruption of earning caused by pregnancy.
- 2. The Board agrees to enter into a Supplemental Employment Benefit (SEB) Plan required by the *Employment Insurance Act*. This article and its related benefits are subject to acceptance by the Unemployment Insurance Commission of the proposed SEB plan.
  - a. When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the applicable legislation, the Board shall pay the teacher 95% of their current salary, for the first two weeks of the employee's maternity leave.
  - b. For the remaining fifteen (15) weeks of E.I. maternity benefits the Board shall pay the difference between 95% of their current salary and the amount of E.I. maternity benefits.
  - c. To be eligible for the SEB plan a teacher must apply and qualify for Employment Insurance Maternity benefits.

## **ARTICLE G.26 USE OF SICK LEAVE**

If at the end of the agreed upon period of leave in Articles G.12, G.13 or G.14, the teacher is unable to return to duty because of ill health, they shall present the Board with written medical verification and shall qualify for their sick leave provisions.

## **ARTICLE G.27      EXTENDED MATERNITY, ADOPTION, PARENTAL LEAVE AND PARENTAL PARTNER LEAVE**

1. At the end of the period of leave stipulated in Article G.22, G.23 or G.24 a further period of leave of absence without pay shall be granted so that:
  - a. the teacher's return to duty shall coincide with the commencement of the next school term, semester, or following the next natural break in the school year, as appropriate, or the next school year. The teacher shall apply for this extension four (4) weeks prior to the commencement of the leave, and
  - b. a further extension of one school year may be granted if requested by March 1 of the previous school year.
2. A teacher on extended Maternity, Adoption, Parental, or Parental Partner Leave may elect to maintain participation in all benefits; however, the full premium cost shall be paid by the teacher subject to carrier conditions.
3. A teacher returning from extended Maternity, Adoption, Parental or Parental Partner Leave shall be assigned to a position as per Article E.21.

## **ARTICLE G.28      PARENTHOOD LEAVE**

1. A teacher with a continuing appointment and a minimum of two years service with the Board with a dependent child/children shall be granted upon request a parenthood leave of absence without pay for a stated period of time up to a maximum of twenty (20) school months. The minimum two years service may be waived by mutual agreement.
2. A teacher requesting such leave will give a minimum of three teaching months notice for the commencement of the leave. This notice may be waived by mutual agreement.
3. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
4. The teacher may elect to continue benefits per Article B.23.6.
5. The provision of Article G.26 shall apply. (Use of sick leave) .
6. The return to duty shall be as per the provisions of Article E.21.
7. A teacher on parenthood leave will continue to accumulate seniority as outlined in Article C.2.

## **ARTICLE G.29      LEAVES WITH PAY**

**[See also Local Letter of Understanding No. 2 Re: Snow Days.]**

### **1.      Paternity**

Maximum time is three (3) days.

### **2.      Jury Duty and Appearances in Legal Proceedings**

- a.      The Board shall grant leave of absence with pay to any employee summonsed for jury duty or required to attend any legal proceedings by reason of subpoena (except in regards to personal litigation). An employee on such leave shall pay to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.
- b.      Where an employee is required to attend legal proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
- c.      Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence up to three (3) days with full pay less the cost of a teacher-teaching-on-call shall be granted by the Board.

### **3.      Emergency Leave for Family Illness**

In the case of illness of a spouse (including common-law relations), son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, they shall be entitled, after notifying their supervisors, to use up to a maximum of three (3) days paid leave, to be deducted against the teacher's sick leave, at any one time for this purpose.

### **4.      Pallbearer Leave**

If a teacher is to be a pallbearer, they may be granted up to one (1) day with pay. An additional two days to be granted for travel.

### **5.      Funeral Leave**

In the event of death of a friend or relative, the teacher shall be entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, without pay for travel.

### **6.      Emergency Leave**

In emergent circumstances beyond the control of the teacher and beyond their power to anticipate and prepare a leave of up to three (3) days shall be granted.



7. **Marriage Leave**

In the case of a marriage of the teacher or teacher's son/daughter a leave of up to two (2) days with pay shall be granted.

8. **Graduation Leave**

It is understood that in the case of secondary or post secondary graduation of self or spouse, son or daughter, one day leave with pay shall be granted. Two (2) days leave with pay shall be granted where travel arrangements necessitate such absence from school.

9. **Examination Leave**

For the purpose of taking examinations in courses of training related to the job of teaching, up to one day with pay shall be granted.

10. **Workshop Facilitator Leave**

A teacher may be granted up to ten (10) days of leave per year, with pay, to serve as a workshop facilitator. This may include work within this district but not secondments to the Ministry or BCTF.

11. **Military Leave**

For service in Armed Forces Militia or Reserves, a teacher shall be granted up to ten (10) days per year with pay. Any pay earned while serving on such leave shall be reimbursed to the Board up to the cost of the teacher's salary.

12. **Moving Day Leave**

A teacher shall be granted upon request one day per school year for the purpose of relocation to a new address.

13. **Leave for Elective Office and Community Service**

- a. When a teacher is nominated as a candidate and wishes to contest a provincial or federal election, they may be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence. Such requests shall not unreasonably be denied.
- b. Teachers elected or appointed to municipal or regional district offices or public boards or public school boards shall be granted leave of absence, at the cost of a teacher-teaching-on-call, up to a maximum of five (5) days in any one school year. If elected as a Mayor, or Chairperson of a Regional District Board or Public School Boards, the teacher may be granted up to 20 additional days at the cost of

a teacher-teaching-on-call. Further days of leave without pay may be granted at the Board's discretion. Such requests shall not be unreasonably denied.

- c. Teachers involved in a community service may be granted, leave of absence with pay up to a maximum of three (3) days in any one school year. Such requests shall not be unreasonably denied.

## **ARTICLE G.30 LEAVES WITHOUT PAY**

### **1. Educational Leave**

The Board may grant educational leave, on application, to teachers with a minimum of three years' service in the district for the purpose of furthering excellence of instruction in the school district. Any of the following general activities may be considered to fulfill such purposes:

- i. Formal academic training regardless of whether it leads to higher certification.
- ii. Studies or programs designed to bring new techniques or educational strategies to the school district.
- iii. Studies or programs that assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.

The basic unit of leave shall be one school term, semester or school year.

Teachers shall apply for educational leave a minimum of ninety (90) days prior to the proposed leave and will be notified by the Board of acceptance or rejection of their application within 30 days

Educational leave shall be credited as teaching for increment purposes.

A teacher returning from educational leave after a term, semester or school year shall be entitled to return to the position held prior to the leave. If the educational leave is for more than one school year, the teacher is eligible for placement as per Article E.21.3.e.i.

### **2. Discretionary Leave**

A teacher may take one (1) day discretionary leave per school year. The date must be mutually agreed upon between the teacher and the administrative officer. The cost of the teacher-teaching-on-call is borne by the teacher.

Note: See also Article G.5 Unpaid Discretionary Leave.

- 3. Leave without pay may be granted by the Superintendent or designate.

## **ARTICLE G.31      DEFERRED SALARY**

- a. It is desired to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment of not less than 6 consecutive months through deferral of salary on such terms as may be set out in this agreement.
- b. It is intended that such plans qualify as "prescribed plans" within the meaning of Regulation 6801 of the Income Tax Act (Canada).

### **1.      DEFINITIONS**

"Accrued interest" means the amount of interest earned in accordance with Clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- a. the first day any of such monies has been received by the eligible financial institution , or
- b. the last date to which interest has been paid in accordance with Clause 3.5 whichever is later.

"Agreement(s)" means the agreement(s) in force from time to time between the Board and the Association.

"Association" means the Sooke Teachers' Association.

"Board" means the Board of School Trustees, School District No. 62 (Sooke).

"Contract year" means the 12-month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances in accordance with the agreement(s) in force.

"Deferral Period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with Clause 3.1 , including the years referred to in Clauses 4.4 and 4.5, if applicable.

To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with Clause 3.1 and augmented from time to time by interest thereon calculated in accordance with Clause 3.3 but less all interest paid to the participant in accordance with Clause 3.4.

"Eligible employee" means an employee of the Board in continuing employment.

"Eligible financial institution" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

"Leave of absence" means the period described in Clause 4.1.

"Participant" means an eligible employee who has applied for participation in the plan and who has been approved by the Superintendent in accordance with Clause 2.2.

"Plan" means the self-funded leave plan set out in this agreement and includes all amendments thereto.

"Superintendent" means the Superintendent of Schools.

## 2. APPLICATION

### 2.1 Formal Application

In order to participate in the plan, an eligible employee must make written application (Form A) to the Superintendent by May 31st of the year in which the deferrals are to commence.

### 2.2 Approval

The approval of each application made under Clause 2.1 shall rest in the sole discretion with the Superintendent. The Superintendent shall, by the June 30th preceding when the deferrals are to commence, advise each applicant of their approval or disapproval of their application, and if the latter, an explanation therefore.

### 2.3 Date of Participation

If the Superintendent gives their approval in accordance with Clause 2.2, the participation of the eligible employee in the plan will become effective on September 1<sup>st</sup> of the first year of the program.

## 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

### 3.1 Compensation Deferred

Two plans exist: a four-year deferral toward a fifth year leave, and a five year contribution toward a sixth year leave.

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount that the participant has specified, which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to Clause 3.2, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

### 3.2 Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) percent.

### 3.3 Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with Clause 3.1, including interest thereon (until paid out in accordance with Clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen calendar days. The Labour-Management Committee shall choose such eligible financial institution and in making such determination, neither the Board, nor the Association shall be liable to any participant for any investments made which are authorized by this clause.

### 3.4 Insolvency

In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

### 3.5 Payment of Accrued Interest

The eligible financial institution shall pay the accrued interest of each December 31 to the participant.

### 3.6 Reporting to Participants

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

### 3.7 Maintenance of Fringe Benefits and Superannuation

- a. A teacher's fringe benefits will be maintained by the Board during their leave of absence; however, the premium costs of all fringe benefits shall be paid according to terms of the collective agreement. The teacher will make a lump sum payment (as reasonably

estimated by the Board) in advance; by June 30 in the year the leave will commence, to cover their share of premiums.

- b. While on leave, any benefits tied to salary level will be structured according to the salary the teacher would have received as if the teacher were teaching in the leave year.
- c. The teacher shall be responsible for the full cost of the superannuation for the length of the leave.

#### 4. TAKING OF LEAVE OF ABSENCE

The taking of a leave of absence shall be governed by the following provisions:

##### 4.1 Minimum Length of Leave

The leave of absence shall be for not less than six (6) consecutive months.

##### 4.2 Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.

##### 4.3 Amount of Payment During Leave

The total of the payments to be made to a participant in accordance with Clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

##### 4.4 Board's Right to Refuse Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence, the Board, upon not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, may in its discretion, defer the leave of absence on one occasion only for one year.

In such case, the participant may choose to remain in the plan or may withdraw from the plan.

#### 4.5 Participant's Right to Defer Leave

Notwithstanding the period of leave, a participant may , on one occasion only, with the consent of the Superintendent given not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, postpone such leave for one year.

#### 4.6 Leave of Absence

The leave of absence shall immediately follow the deferral period.

#### 4.7 Return to Employment

The participant shall return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period not less than the period of leave.

### 5. WITHDRAWAL

#### 5.1 Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the plan.

#### 5.2 Withdrawal from Plan

A participant may request withdrawal from the plan by giving written notice to the Superintendent of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence.

#### 5.3 Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period.

Reimbursement will be subject to statutory withholdings as stipulated in the Income Tax Act. Upon such payment being made the Board shall have no further liability to the participant.

#### 5.4 Upon Death

Should a participant die, the Board shall, within sixty (60) days of notification of such death, pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. TERMINATION OR AMENDMENT OF PLAN

6.1 Agreement

The plan may be amended or terminated by agreement between the Board and the Association.

7. GENERAL

7.1 The Board will bear the administrative expenses of the plan.

7.2 The assignment on return from leave, the salary and benefits after the leave shall be dealt with by agreement between the Board and the Association.



## **SIGNATURES**

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Fred Hibbs, Executive Director Human Resources  
School District No. 62 (Sooke)

\_\_\_\_\_  
Jennifer Anderson, President  
Sooke Teachers' Association

\_\_\_\_\_  
Leanne Bowes,  
Executive Director, Labour Relations  
British Columbia Public School Employers'  
Association

\_\_\_\_\_  
Clint Johnston, President  
British Columbia Teachers' Federation

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

## **LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **Re: Designation of Provincial and Local Matters**

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
  - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
  - b. Those matters contained within Appendix 2 shall be designated as local matters.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA.
4. Timing and conclusion of local matters negotiations:
  - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.
  - b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.
  - c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
  - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
  - b. Agreements on provincial matters shall be ratified by the provincial parties.

6. Effective date of local matters items:

- a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8<sup>th</sup> day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<p style="text-align: center;"><b>Appendix 1</b> <b>PROVINCIAL MATTERS</b></p>
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**Appendix 1 – Provincial Matters**

**Housekeeping – Form Issues**

1. Common provincial provisions
2. Common provincial terminology
3. Cover Page of Agreement
4. Interpretation of Teacher Contracts and School Act

**Section A – The Collective Bargaining Relationship**

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
10. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/interfacing
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

## **Section B – Salary and Economic Benefits**

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*
  3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  4. *Classification of Salary for Letters of Permission*
  5. *New Positions, Reclassification*
  6. *Experience Recognition*
2. Salary Scale
  1. *Category Addition*
  2. *Category Elimination*
3. Payment of Salary
  1. *Increment Dates*
  2. *Withholding*
  3. *Error in Salary – Adjustments*
  4. *Part Month Payments and Deductions including Schedule*
  5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
  1. *Full time and continuing teachers*
  2. *Part Time and temporary or term teachers*
  3. *Teachers Teaching on Call*
  4. *Summer School and Night School Payment*
  5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits

13. Payment for Work Beyond Regular Work Year
  1. *Counsellors Working Outside School Calendar*
  2. *Night School Payments*
  3. *Summer School Payments*
  4. *Salary – Payment for Additional Days*
  5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

## **Section C – Employment Rights**

1. Employment on Continuing Contract
  1. *Appointment on Continuing Contract*
  2. *Employment Rights – Temporary Teachers converting to continuing*
  3. *Probationary period*
2. Dismissal and Discipline for Misconduct
  1. *Conduct of a Teacher (Inside and Outside School)*
3. Dismissal Based on Performance
4. The Processes of Evaluation of Teachers' Teaching Performance
5. Part-Time Teachers' Employment Rights
  1. *Sick Leave and Benefits*
  2. *Long Services – Part Time Teaching Plan, Part Year Teachers*
6. Teacher on Call Hiring Practices
7. Seniority
8. Severance
9. Retraining, Board directed education upgrading

## **Section D – Working Conditions**

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
  1. *Duration of School Day*
  2. *Instructional Time*
  3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
  1. *Distributed Learning*
  2. *Adult Education*
  3. *Storefront Schools*
  4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

## **Section E – Personnel Practices**

1. Definition of Teachers
2. Selection of Administrative Officers (Note: See Addendum A)
3. Non-sexist Environment
4. Harassment
5. Falsely Accused Employee
6. Violence Prevention
7. Criminal Record Checks
8. Resignation and Retirement

## **Section F – Professional Rights**

1. Educational/Curriculum Change including committees
2. Professional Development Funding (Note: see also Addendum B)
  1. Tuition Costs
  2. Professional Development Committee – as related to funding
3. Professional Days (Non-Instructional)
4. School Accreditation and Assessment
5. Professional Autonomy
6. Responsibilities – Duties of Teachers

## **Section G – Leaves of Absence**

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave



8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

**January 22, 2021 - Provincial Matters**

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

1. Glossary of Terms for local matters
2. Preamble, Introduction, Statement of Purpose

### **Section A – The Collective Bargaining Relationship**

1. Local Negotiation Procedures
2. Recognition of Union
3. Access to Worksite
4. Use of School Facilities
5. Bulletin Board
6. Internal Mail
7. Access to Information
8. Education Assistants, Aides, and Volunteers
9. Picket Line Protection, School Closures – Re: Picket Lines (Strikes)
10. Local Dues Deduction
11. Staff Representatives, Lead Delegates
12. Right to Representation, Due Process
13. Staff Orientation
14. Copy of Agreement

### **Section B – Salary and Economic Benefits**

1. Purchase Plans for Equipment e.g. computer purchase
2. Payroll, Deductions to Teachers Investment Account, Investment of Payroll – Choice of Bank Account
3. Employee Donations for Income Tax Purposes

## **Section C – Employment Rights**

1. Layoff-Recall, Re-Engagement
2. Part-Time Teachers' Employment Rights
  1. *Job Sharing*
  2. *Offer of Appointment to District*
  3. *Assignments*
  4. *Posting & Filling Vacant Positions*

## **Section D – Working Conditions**

1. Extra-curricular Activities
2. Staff Meetings
3. Health and Safety, including committees
4. Student Medication and Medical Procedures
5. Local Involvement in Board Budget Process,
  1. Committee – Finance Board Budget
  2. School Funds
6. Teacher Involvement in Planning New Schools
7. Space and Facilities
8. Services to Teachers e.g. translation
9. Inner City Schools, Use of Inner City Schools Funds

## **Section E – Personnel Practices**

1. Posting and Filling Vacant Position
  1. *Offer of Appointment to District*
  2. *Assignments*
  3. *Job Sharing*
  4. *Posting Procedures – Filling*
  5. *Posting & Filling Vacant Positions – School Reorganization*
  6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
  7. *Creation of New Positions*
  8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals

5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

## **Section F – Professional Rights**

1. Professional Development Committee as related to funding control (Note: see also Addendum B)
2. Committees
  1. *Professional Relations/Labour management*
  2. *Parent Advisory Council*
  3. *Joint Studies Committee*
  4. *Professional Development Committee (Note: see also Addendum B)*
  5. *Leave of Absence Committee*
3. First Nations Curriculum
4. Women's Studies
5. Fund Raising
6. Reimbursement of Classroom Expenses

## **Section G – Leaves of Absence**

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans
4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

NOTE: See also Addendum A and Addendum D re unpaid leaves.

**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Unpaid Leave In The Designation Of Provincial and Local Matters**

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

“D. Hogg”  
Negotiation Team For  
British Columbia Teachers’ Federation

“K. Halliday”  
Negotiation Team For  
British Columbia Public School  
Employers’ Association

October 25/95

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**Addendum B To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Concerning Selection of Administrative Officers**

“Selection of Administrative Officers” shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, “Selection of Administrative Officers” shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of “Selection of Administrative Officers” or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, “Selection of Administrative Officers” or its equivalent shall be deemed a local matter for negotiations.

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

“K. Halliday”  
Chief Negotiator  
BC Public School Employers’ Association

**Addendum C To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Professional Development**

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997  
Amended by *Education Services Collective Agreement Amendment Act, 2004*

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**Addendum D To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised**

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation  
  
“R. Worley”

British Columbia Public School Employers’  
Association  
  
“K. Halliday”

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Agreed Understanding of the Term Teacher Teaching on Call**

For the purposes of this collective agreement, the term Teacher Teaching on Call (TTOC) has the same meaning as Teacher on Call/Employee on Call (TOC/EOC) as found in the 2006-2011 Collective Agreement/Working Documents and is not intended to create any enhanced benefits.

The parties will set up a housekeeping committee to identify the terms in the collective agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25<sup>th</sup> day of June, 2012

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

**LETTER OF UNDERSTANDING No. 3.a**

**Between**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)**

**And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

**Re: Section 4 of Bill 27 Education Services Collective Agreement Act**

[Not applicable in School District No. 62 (Sooke)]



**LETTER OF UNDERSTANDING No. 3.b**

**Between**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)**

**And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

**Re: Section 27.4 Education Services Collective Agreement Act**

[Not applicable in School District No. 62 (Sooke)]

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

1. They will encourage local boards of education and the local teacher unions to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
2. The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the Human Rights Tribunal.
3. The parties will assist local boards of education and the local teacher unions as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Signed this 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

[Not applicable in School District No. 62 (Sooke)]

## **LETTER OF UNDERSTANDING No. 6**

### **BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION**

#### **Re: Article C.2. – Porting of Seniority – Separate Seniority Lists**

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

2. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 20 years can be ported.
3. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

4. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - A combined total of up to 20 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.
5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
  - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

Note: The ability to port 20 years (increased from 10 years) is effective July 1, 2020 as per Article C.2 *Seniority*.

## **LETTER OF UNDERSTANDING No. 7**

### **BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION**

#### **Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports) , for the purpose of porting , the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for their full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

## **LETTER OF UNDERSTANDING No. 8**

### **BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION**

#### **Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List**

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.



7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

#### Example 1

A Teacher has 3 years of seniority in district “A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. This teacher after working 1 year in district “B” accepts recall to a continuing appointment in district “A”. Only 3 years of seniority would be ported back to district “A” and for record keeping purposes, the teacher’s seniority record in district “B” would be reduced from 4 years down to 1 year.

#### Example 2

A Teacher has 3 years of seniority in district ‘A’ has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. After working 2 years in school district “B” this teacher’s recall rights in school district “A” are lost. No further seniority can be ported from district “A” to district “B” and for record keeping purposes, the teacher’s seniority record in district “A” would be zero for all purposes.

Original signed by:

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Alan Chell  
For BCPSEA

March 26, 2020  
Date

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Teri Mooring  
For BCTF

March 26, 2020  
Date

Note: The ability to port 20 years (increased from 10 years) is effective July 1, 2020 as per Article C.2 *Seniority*.

## **LETTER OF UNDERSTANDING No. 9**

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Provincial Extended Health Benefit Plan**

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.

7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
  - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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<sup>1</sup> The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.

### Appendix A to Letter of Understanding No. 9

<b>Benefit Provision</b>	<b>Provincial Extended Health Benefit Plan</b>
Reimbursement	80% until \$1,000 paid per person, then 100%
Annual Deductible	\$50 per policy
Lifetime Maximum	Unlimited
Coverage Termination	June 30 <sup>th</sup> following an employee attaining age 75, or upon earlier retirement.
<b>Prescription Drugs</b>	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
<b>Medical Services and Supplies</b>	
Medi-Assist	Included
Out-of-province emergency medical	Covered
Ambulance	Covered
Hospital	Private/Semi-Private
Private Duty Nursing (including In-home)	\$20,000 per year
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered

<b>Medical Services and Supplies continued</b>	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
<b>Vision Care</b>	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
<b>Paramedical Services</b>	
Naturopath	\$900 per year
Chiropractor	\$900 per year
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
Podiatrist/Chiropodist	\$800 per year

\* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)**

**AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White  
Elementary School**

[not applicable in SD62 (Sooke)]

## **LETTER OF UNDERSTANDING NO. 11**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**

### **AND THE**

**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

#### **Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District**

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC.

Teachers described above accrue experience for the purpose of increment advances under two (2) separate collective agreement provisions (silos), i.e., within a district, the employee triggers increments under Article C.4 for TTOC experience accrued and may also trigger increments under the applicable previous local agreement increment language for temporary/continuing experience accrued.

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 (new provision effective September 19, 2014) towards that of the applicable previous local collective agreement increment language for continuing and/or temporary employees, the parties agree to the following:

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.

7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local collective agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)
4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.



*Original signed by:*

Renzo Del Negro

Jim Iker

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BCPSEA

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BCTF

April 22, 2015

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Date

**TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST –  
FORM A**

**Re: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup>**

This constitutes my written notice under LOU No. 11 of the collective agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, \_\_\_\_\_) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, \_\_\_\_\_.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
District Receipt Confirmed

\_\_\_\_\_  
Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 30<sup>th</sup> of the preceding school year for a transfer for TTOC experience credits earned up to and including June 30<sup>th</sup> to take effect on August 31<sup>st</sup> of the following school year.

**TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST -  
FORM B**

**Re: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including November  
15<sup>th</sup>**

This constitutes my written notice under LOU No. 11 of the collective agreement that I,  
\_\_\_\_\_ wish to transfer my eligible TTOC experience credits  
earned under Article C.4 (up to and including November 15, \_\_\_\_\_) to that of the  
applicable previous local collective agreement increment language for continuing and/or  
temporary employees. Transfer of these experience credits shall take place and be effective  
December 31, \_\_\_\_\_.

I understand that once I submit this application to the employer, this decision to transfer is final  
and cannot be reversed.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
District Receipt Confirmed

\_\_\_\_\_  
Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no  
later than November 15<sup>th</sup> of the school year for a transfer for TTOC experience  
credits earned up to and including November 15<sup>th</sup> to take effect on December 31<sup>st</sup>  
of the same school year.

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**

**AND THE**

**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language**

**WHEREAS** the Parties acknowledge that, as a result of the majority of the Supreme Court of Canada, adopting Justice Donald's conclusion that the *Education Improvement Act* was unconstitutional and of no force or effect, that the BCPSEA – BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* are restored.

**AND WHEREAS** the Parties further acknowledge that the Supreme Court of Canada's decision triggered Letter of Understanding No. 17 to the 2013 – 2019 BCPSEA – BCTF Provincial collective agreement which required the Parties to re-open collective agreement negotiations regarding the collective agreement provisions that were restored by the Supreme Court of Canada.

**AND WHEREAS** the Parties further acknowledge that Letter of Understanding No.17 required an agreement “regarding implementation and/or changes to the restored language”.

**AND WHEREAS** this Memorandum of Agreement has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

**THEREFORE THE PARTIES AGREE THAT:**

**I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING**

### Shared Commitment to Equitable Access to Learning

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with others. The implementation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

### Schedule "A" of All Restored Collective Agreement Provisions

2. The Parties have developed a Schedule of BCPSEA-BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* ("the restored collective agreement provisions") that will be implemented pursuant to this Letter of Understanding. This Schedule is attached to this Letter of Understanding as Schedule "A".

### Agreement to be Implemented

3. School staffing will be subject to the terms and this Letter of Understanding, comply with the restored collective agreement provisions that are set out in Schedule "A".

## **II. NON-ENROLLING TEACHER STAFFING RATIOS**

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;

- iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

### **III. PROCESS AND ANCILLARY LANGUAGE**

- 5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local collective agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union.  
(Provisions to be identified in Schedule “A” to the Letter of Understanding).

#### **IV. CLASS SIZE AND COMPOSITION**

##### **PART 1: CLASS SIZE PROVISIONS**

6. The BCPSEA – BCTF collective agreement provisions regarding class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

##### **Class Size Provisions: K - 3**

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
  - B. Grade 1 classes shall not exceed 22 students;
  - C. Grade 2 classes shall not exceed 22 students;
  - D. Grade 3 classes shall not exceed 22 students.
7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

##### **K-3 Superior Provisions to Apply**

9. For primary and combined primary/intermediate classes where the restored collective agreement provisions provide for superior class size provisions beyond those listed in paragraphs 6 through 8 above, the superior provisions shall apply. [Provisions to be identified in Schedule “A” to this Letter of Understanding].

##### **Class Size Language: 4-12**

10. The BCPSEA-BCTF collective agreement provisions regarding Grade 4–12 class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented.

## **PART II – CLASS COMPOSITION PROVISIONS**

### **Implementation of Class Composition Language**

11. The BCPSEA-BCTF collective agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student's individual needs and abilities.
12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

## **PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES**

### **Efforts to Achieve Compliance: Provincial Approach**

13. The Parties agree that paragraphs 14-16 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule "A" to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored collective agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored collective agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule "A" to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

### **Best Efforts to Be Made to Achieve Compliance**

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:
  - A. Re-examining existing school boundaries;



- B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
- C. Utilizing temporary classrooms;
- D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
  - five students in grades K-3;
  - four students for secondary shop or lab classes where the local class size limits are below 30, and;
  - six students in all other grades.

These class size reductions shall not preclude a Superintendent from approving a smaller class.

Note: For the following School Districts, class sizes for K-1 split classes will not be reduced below 14 students:

- School District 10 (Arrow Lakes)
  - School District 35 (Langley)
  - School District 49 (Central Coast)
  - School District 67 (Okanagan-Skaha)
  - School District 74 (Gold Trail)
  - School District 82 (Coast Mountain)
  - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;
  - F. Completing the post-and-fill process for all vacant positions.

### Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

### Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored collective agreement provisions regarding class size and composition, but has not been able to do so:

A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1<sup>st</sup> (or 22 calendar days from the start of the class) as follows:

$$(V) = (180 \text{ minutes}) \times (P) \times (S1 + S2)$$

V = the value of the additional compensation;

P = the percentage of a full-time instructional month that the teacher teaches the class;

S1 = the highest number of students enrolled in the class during the month for which the calculation is made minus the maximum class size for that class;

S2 = the number of students by which the class exceeds the class composition limits of the collective agreement during the month for which the calculation is made;

**Note:** If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies may be triggered at any point during the school year if there is a change in S1 or S2.

C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:

- i) Additional preparation time for the affected teacher;
- ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
- iii) Additional enrolling staffing to co-teach with the affected teacher;
- iv) Other remedies that the local parties agree would be appropriate.

In the event that it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive.

Dated this 26<sup>th</sup> day of March 2020.

*Original signed by*

British Columbia Public School Employers'  
Association

\_\_\_\_\_  
Alan Chell

Alan Chell, BCPSEA Board Chair

British Columbia Teachers Federation

\_\_\_\_\_  
Teri Mooring

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 13**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Section 53 – Joint Consultation and Adjustment Opportunities**

1. The parties acknowledge that the collective bargaining process for the renewal of the current collective agreement fell short of achieving their goals and objectives for their respective members.
2. During the collective bargaining / mediation process it was felt that there needs to be an avenue to discuss and find resolution to workplace issues that will assist them in the next round of collective bargaining. Issues discussed during bargaining were bargaining structure, application of Best Efforts, Preparation Time and resolution of outstanding grievances where possible to assist them in the next round of Collective Bargaining.
3. The committees set out in points 4, 5 and 6 below shall enter into a Section 53 process within four (4) months, or another period as mutually agreed to by the parties, following the commencement of the 2020-2021 school year.
4. A tripartite committee consisting of representatives from BCPSEA, BCTF and government will meet to discuss bargaining structures during the Section 53 process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

The parties agree to take the mediator's recommendations to a vote of their respective members.

5. The parties agree in principle with the replacement of Best Efforts in *Letter of Understanding #12 – Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language* with a district-based process.

Implementation shall be subject to an agreement through a bipartite process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

If the parties reach a voluntary agreement or recommendations are issued and accepted by both parties, and sufficient ongoing savings are generated, then the parties agree to a *Retention Initiative Dividend (RID)* of up to one percent (1%) which shall be applied to the top step of the salary grid.

The Retention Initiative Dividend (RID) shall be effective July 1, 2021.

6. The parties agree to discuss scheduling of secondary preparation time and provision of Adult Education Teacher preparation time in a bipartite process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

Dated this 26<sup>th</sup> day of March 2020.

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Cultural Leave for Aboriginal Employees**

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local collective agreements.

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**

**AND THE**

**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Maternity/Pregnancy Supplemental Employment Benefits**

The parties commit to further discussions on the provision of Maternity/Pregnancy Supplemental employment Benefits.

Discussions will take place prior to June 30, 2020.

Any agreement reached will be in the form of a Mid Contract Modification.

If the parties cannot reach agreement on this issue, the grievance that has been held in abeyance will proceed to arbitration.

Dated this 26<sup>th</sup> day of March 2020.

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**

**AND THE**

**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Early Career Mentorship**

A one-time lump sum of Twelve Million Dollars (\$12,000,000) will be prorated between the sixty (60) school districts. The parties agree that BCTF shall determine how to allocate the Twelve Million Dollars (\$12,000,000) for early career teachers to engage in mentorship opportunities



**LETTER OF UNDERSTANDING NO. 17**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Potential Grievance Resolution**

The parties will meet within four (4) months of the date of ratification, or another date mutually agreed to by the parties, to address the potential resolution of selected outstanding grievances related to non-enrolling caseloads, best efforts and failures to fill resulting from the implementation of the restored language.

## LOCAL LETTERS OF UNDERSTANDING

### LOCAL LETTER OF UNDERSTANDING NO. 1: CONFIRMATORY REPORT

BETWEEN

THE SOOKE TEACHERS' ASSOCIATION

AND

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 62 (SOOKE)

#### **Confirmatory Report on the Work of Teachers**

The confirmatory report is designed to be used for the purpose of reporting on the work of teachers whose ongoing competent service is well known by the school-based administrator(s) as a result of informal observation and collaboration.

Confirmatory reports shall be completed using the form attached to this Letter of Understanding. Areas of commendation may not refer to extra-curricular activities but shall focus on the teacher's assignment. Completion of a confirmatory report shall not require

- i) a series of formal observations each followed by an observation conference
- ii) a post evaluation conference for discussion and review of the draft report.

The final report shall be filed in the teacher's personnel file at the school district office. No other copies of the report shall be filed except as provided in the *School Act* and Regulations. The confirmatory report may not be used to report on the work of teachers

- i) in their first year of teaching in the district
- ii) whose competency is in question
- iii) who request a full anecdotal report.

In these instances a full anecdotal report will be written as outlined in Article E.24 of the Collective Agreement, using the forms appended to this Letter of Understanding.

FOR THE BOARD

FOR THE ASSOCIATION

DATE:

DATE:

## **LOCAL LETTER OF UNDERSTANDING NO. 2: SNOW DAYS**

**BETWEEN:**

The British Columbia Public School Employers' Association  
(hereinafter referred to as "BCPSEA")

**AND:**

The Board of Education of School District No. 62 (Sooke)  
(hereinafter referred to as the "District")

**AND:**

The British Columbia Teachers' Federation  
(hereinafter referred to as the "BCTF")

**AND:**

Sooke Teachers' Association  
(hereinafter referred to as the "STA")

### **It is agreed as follows:**

1. Article G.29.7 will not apply to absences from work due to snow or storm related conditions.
2. In the event that severe weather conditions result in the closure of schools in the district, employees will be paid for that day.
3. In the event that schools are open then employees are expected to attend at their school or normal work site, as close to the regular time as safety permits.
4. Employees not able to attend at their schools or normal work sites are expected to attend at another school site in the Sooke School District for the day.
5. Employees who are unable to attend at their school or normal work site shall notify their principal or supervisor or designate.
6. In the event that schools are open and the employee attended at work as expected during the time the schools were open, and if schools are then closed for the balance of the day, the employees shall be paid for that day.

7. In the event that the only route(s) to the employee's school or normal work site is
  - a. blocked
  - b. physically impassible; or
  - b. subject to a police advisory in the nature of urging motorists to stay off the roads in the Sooke School District except in emergency circumstances,that employee is expected to attend at another school site in the Sooke School District for the day.
8. In the event that the employee cannot attend at their school or normal work site, nor at an alternative school or work site in the Sooke School District, for a reason that the only route(s) to such sites are:
  - a. blocked
  - b. physically impassible; or
  - c. subject to a police advisory in the nature of urging motorists to stay off the roads in the Sooke School District except in emergency circumstances,then the employee will be paid for the day.
9. It is understood that the "Teacher Request for Leave of Absence" form will be amended to provide a line:  
"other (i.e. snow or storm conditions)"
10. Nothing in this agreement restricts an employee's right to access discretionary leave.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
School District No. 62 Sooke

\_\_\_\_\_  
Sooke Teachers' Association

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

**LOCAL LETTER OF UNDERSTANDING NO. 3: AVAILABILITY OF TEACHERS  
TEACHING ON CALL**

BETWEEN

THE SOOKE TEACHERS' ASSOCIATION

AND

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 62 (SOOKE)

**Re: Availability of Teachers Teaching On Call**

1. Enrolling teachers will be replaced in all circumstances unless there are unusual circumstances such as:
  - the teacher absence is on a non-instructional day as defined in the School Act and Regulations ;
  - in the case of partial day absences , when there is no requirement for teaching (i.e. a teacher will miss one block of class time and that is the teacher's preparation block) ;
  - in situations where late notice of an absence is received and no timely replacement of a teacher teaching on call is available (i.e. if a TTOC would not be available until 11:00 a.m. for a morning only replacement requirement) .
2. Nothing in this Settlement Agreement is intended to impact the current practice of teachers calling in their own teachers teaching on call ("TTOC") to replace them when absent. Should that practice change in the future, both parties will have available whatever legal position it may wish to pursue related to any change in practice. The circumstances of when a teacher is required to be replaced or not shall be in accordance with this Settlement Agreement for its duration.

3. The following listed positions will not be required to be replaced. However, a review of the expected duration of the absent teacher shall be reviewed after six days of absence, and if the absence of the teacher is expected to continue for an extended period, the position will be posted in accordance with Article C.6.2(c) for the expected duration of the teacher absence:
  - counsellors
  - curriculum advisors
  - curriculum coordinator
  - itinerant teachers of the deaf/ hard of hearing
  - itinerant teachers of the visually impaired
  - itinerant aboriginal support teachers
  - teachers in charge need not be replaced for non-expected short term absences of forty-five (45) minutes or less.
4. Hospital Homebound  
Teachers will be replaced if an identified qualified TTOC is available. If the absence extends beyond two days without the availability of an identified qualified TTOC, then the teacher will be replaced.
5. Integration Support  
Teachers who are absent during days where their duties relate predominantly to the IEP Process or other administrative tasks need not be replaced for the first two days of such absences.
6. Reading Recovery  
Teachers need not be replaced for the first day of any absence unless a qualified Reading Recovery TTOC is available, nor for days where the Reading Recovery teacher was scheduled or expected to attend training sessions or was scheduled or expected to be involved in a student discontinuation process.
7. Early Intervention Teachers  
Early Intervention Teachers need not be replaced for the first day of any absence unless a qualified Early Intervention TTOC is available.
8. Itinerant ESL Teachers  
Itinerant ESL Teachers need not be replaced for the first two days of any absence unless a qualified ESL TTOC is available for any of those first two days.
9. Teacher Librarians  
Teacher Librarians need not be replaced when the library is closed for operational reasons. It is understood that a school library should not be closed solely because of the absence of the Teacher Librarian.
10. Learning Assistance Teachers

Learning Assistance Teachers shall be replaced in the same way as Enrolling Teachers.

11. Primary Literacy Teachers  
Primary Literacy Teachers shall be replaced in the same way as Enrolling Teachers for the duration of these positions (scheduled to expire June 30, 2007).
12. Those teachers who are not required to be replaced pursuant to this Settlement Agreement may request of their principal to be replaced for any days of absence by providing reasons for the teacher feeling that a replacement is appropriate. The principal shall consider such requests and advise the teacher whether a replacement will be made available. In the event that the principal decides that a replacement is not required for the reasons given by the teacher, the Associate Superintendent shall consider the request and decide whether or not a replacement will be approved.
13. Subject to a substantial change to Article D.28 in any subsequent Collective Agreement or through legislation, this Settlement Agreement shall be in effect until June 30, 2008 and from year to year thereafter unless notice is given by either party at least 30 days prior to June 30th of each year that this Settlement Agreement is in effect. If such notice is given, this Settlement Agreement shall expire on June 30th following the provision of the notice.
14. This Settlement Agreement applies only to the application of the Collective Agreement between Board of School Trustees of School District No. 62 (Sooke)/British Columbia Public School Employers' Association -and- Sooke Teachers' Association (Local 62)/British Columbia Teachers' Federation and is without precedent to any other teacher Collective Agreement and shall not be referred to by either party in any other proceedings .

## **LOCAL LETTER OF UNDERSTANDING NO. 4: SPRING BREAK**

BETWEEN:

The British Columbia Public School Employers' Association  
(hereinafter referred to as "BCPSEA")

AND:

The Board of Education of School District No. 62 (Sooke)  
(hereinafter referred to as the "District")

AND:

The British Columbia Teachers' Federation  
(hereinafter referred to as the "BCTF")

AND:

Sooke Teachers' Association  
(hereinafter referred to as the "STA")

This letter of understanding documents the agreements undertaken by the parties in order to accommodate an additional one-week school closure in the spring of 2020 (March 23 – 27), spring of 2021 (from March 22 – 26) and spring of 2022 (from March 28 – April 1).

Whereas the Board is implementing an alternate school calendar that is inconsistent with certain terms in the Collective Agreement and the parties wish to maintain the integrity of the language as negotiated, the parties agree that, for the period of September 3, 2019 to June 30, 2022, Article D.24.2 will be adjusted as follows.

For the 3 school years referenced, the maximum weekly hours will be adjusted by 40 minutes per week (school days will be extended by eight minutes):

Elementary: 24 hours and 25 minutes

Middle School: 25 hours and 55 minutes

Secondary: 26 hours and 25 minutes



1. Teachers in contract positions during the closure week will be paid as per the terms of their contract.
2. This time re-allotment makes no change in pensionable service.
3. Unforeseen issues arising out of the application and administration of this Letter of Understanding will be addressed and resolved by the Board and the Association in a mutually satisfactory manner

This letter of understanding applies only to the 2019 – 2020, 2020 – 2021, 2021 – 2022 school years and is without prejudice and precedence to this district and any other school districts in British Columbia.

# LOCAL LETTER OF UNDERSTANDING NO. 5: MIDDLE SCHOOL TEAM LEADERS

BETWEEN

THE SOOKE TEACHERS' ASSOCIATION

AND

THE BOARD OF EDUCATION

SCHOOL DISTRICT NO. 62 (SOOKE)

This Letter of Understanding is intended to outline the terms and conditions under which the Employer engages Middle School Team Leaders.

The proposal to identify Team Leaders in Middle Schools (grades 6-8) will take effect September 2016.

In keeping with **Article B.21 Positions of Special Responsibility**, the Team Leaders will receive an allowance determined under the following classification system:

- Points will be allocated on an annual basis determined by student enrolment reflected in the 1701 report to the Ministry of Education. Each Middle School will receive 1 point for every 100 students, or major fraction thereof.
- With the agreement of the Principal, Team Leaders may share the duties and responsibilities associated with the position of responsibility. The points, or allowance, may be shared to reflect *half* of the yearly allowance. In the event the duties are shared, the position is for half of the year, only, and the allowance is pro-rated for the 2 teachers, accordingly. The points and allowance cannot be split in any other arrangement.
- The allowance will be paid pursuant to the rate reflected in Article B.21.4

**LOCAL LETTER OF UNDERSTANDING NO. 6: EARLY RETIREMENT INCENTIVE**

**BETWEEN**

**THE SOOKE TEACHERS' ASSOCIATION**

**AND**

**THE BOARD OF SCHOOL TRUSTEES**

**SCHOOL DISTRICT NO. 62 (SOOKE)**

**RE: EARLY RETIREMENT INCENTIVE**

[See the note at the end of this letter for the application of this letter after April 27, 2004]

The Board values the service of its long-term teaching staff. In recognition of long service, the Board will make available an early retirement provision under the following guidelines:

The Board may pay a retiring allowance to teachers and Administrative Officers who retire before reaching age 65, subject to the following conditions:

The teacher or Administrative Officer must:

1. be 55 years of age or over;
2. have a minimum of ten continuous years service with the Sooke School Board;
3. be on the maximum step of the salary scale;
4. retire from teaching/administration in School District No. 62 (Sooke)

Special cases not meeting all of the above requirements may be considered on their merits.

The allowance will be based on the appropriate calculations as listed below. It will be paid as of June 30 (or, where the Board agrees, December 31) which will be the official date of retirement. The early retirement allowance will be based, for the Sooke Teachers' Association members, on the total scale salary earned (without any allowances) during the ten teaching months preceding the retirement date. For Administrative Officers, the early retirement allowance will be based on the total annual salary earned during the twelve months preceding the retirement date.

**Years to 65****% Payout Based on  
Annual Salary**

1	adjustment factor	x 10% of a full time position
2	adjustment factor	x 20% of a full time position
3	adjustment factor	x 30% of a full time position
4	adjustment factor	x 40% of a full time position
5 or more	adjustment factor	x 50% of a full time position

Adjustment factor = % of full time teaching for each of previous ten years/1000

FOR THE BOARD

FOR THE ASSOCIATION

DATE:

DATE:

[Note: payment of the ERIP is at the discretion of the Board. As of January 1, 2004 the Board exercised its discretion and has not paid the ERIP to the date of present drafting.]

**LOCAL LETTER OF UNDERSTANDING NO. 7: CONTRACT FRENCH IMMERSION  
TTOC POSITION**

**BETWEEN**

**THE SOOKE TEACHERS' ASSOCIATION**

**AND**

**THE BOARD OF SCHOOL TRUSTEES**

**SCHOOL DISTRICT NO. 62 (SOOKE)**

**Re: Contract French Immersion Teacher Teaching on Call Position**

The employer, having created a new STA bargaining unit position, French Immersion Teacher Teaching on Call (FITTOC), agrees to the following terms.

1. Article A.35 Exclusions From The Bargaining Unit, applies.
2. Teachers hired to fill a FITTOC position will, without exception, have full contractual rights.
3. The FITTOC position is, as per Article C.21 Employment Contract, continuing.
4. Without precedent, during the year, FITTOC teachers will be permitted to apply for and post into French Immersion Term Specific positions, under the following terms:
  - i) The decision is voluntary.
  - ii) The FITTOC position made vacant will be posted as continuing.
  - iii) When the incumbent returns to work, the FITTOC teacher will be reassigned as a contract French Immersion TTOC.
5. As it concerns the duties of the FITTOC teacher:
  - i. The FITTOC teacher will assume the supervisory duties of the teacher they are replacing. No additional supervisory duties will be assigned.
  - ii. The FITTOC teacher will be given the same preparation time given to the teacher they are replacing. No additional preparation time will be provided.
  - iii. The FITTOC teacher shall not provide additional prep relief to teachers or PVP.
  - iv. On days when the FITTOC teacher is not replacing an absent teacher, they may be assigned other teaching duties.
6. If Issues arise, regarding the application of this MOA, they will be resolved by agreement between the STA and the employer.

7. This local agreement is without prejudice to any other school district.
8. The terms and conditions of this agreement come into effect as of the date of signing.

Agreed on: October 12, 2017

## **LOCAL LETTER OF UNDERSTANDING NO. 8: SCHOOL PLANNING DAY**

**BETWEEN**

**THE SOOKE TEACHERS' ASSOCIATION**

**AND**

**THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 62 (SOOKE)**

**School Planning Day**

This Letter of Understanding is intended to outline the terms under which the district School Planning Day (SPD) can take place during summer. It is understood that the LOU is without prejudice to the Collective Agreement and can be withdrawn by either party on 30 days notice.

It is agreed as follows:

1. Principals and teachers will mutually determine their interest in moving the SPD into the summer.
2. Upon an expression of interest, teachers will collectively decide through a vote of the STA Staff Committee.
3. Notwithstanding any vote by the STA Staff Committee, no individual teacher will be required to attend SPD in the summer.
4. Teachers will advise their principal, subsequent to the vote to move the SPD into summer, their intention to attend at that time.
5. If a teacher has indicated an interest in attending the summer school planning day and cannot attend due to illness or any other bona fide leave provision of the Collective Agreement, they will be determined to have fulfilled their obligation to attend SPD.
6. In those circumstances where a teacher has decided not to attend a summer SPD, they will be expected to attend what would otherwise be the SPD as designated in the school district calendar.
7. No teacher will suffer loss of pay due to disruption of educational services, during what would be the regular SPD. That is, if a teacher has attended summer SPD, they will be paid for that day, notwithstanding any disruption of services on what would be the normal SPD.

Agreed to: 13 Feb, 2014

**LOCAL LETTER OF UNDERSTANDING NO. 9: MIDDLE SCHOOL PART-TIME  
TEACHER PREP**

**BETWEEN**

**The Sooke Teachers' Association**

**AND**

**The Board of School Trustees School District No. 62 (Sooke)**

This Letter of Understanding is intended to outline the terms and conditions under which the Employer calculates Middle School Teacher prep time on instructional minutes in each part-time teacher's assignment.

The proposed methodologies for calculating middle school preparation time take effect September 2016 (the attached spreadsheet demonstrating how the calculations will apply).

Teachers who are currently not being paid according to the proposed methodologies will not be subject to pay adjustments.

Neither the Union, nor the employer, will retroactively seek recovery or compensation for teachers who were not properly paid retroactive to 2013.

The instructional time for full-time Middle School teachers shall be 25 hours and 15 minutes per week, each inclusive of preparation time but exclusive of recess, class breaks and the lunch period.

Part-time middle school teachers, in a single contract, will not be subject to unscheduled blocks of time in their assignment, where practicable.

In consideration of the methodologies for calculating pay for part time middle school teachers, the following applies:

- 1515 minutes of instruction in Middle schools
- 10% prep time (calculated on minutes of instruction)
- provision to provide lift (pay) in lieu of time for preparation purposes at 10%
- consistent application in all middle schools
- with reference to additional minutes for Spring Break, it is understood that for part-time teachers any additional minutes are prorated relative to the teacher's FTE status.



## Middle School Teacher Assignment Verification Sheet

Teacher Name

School

### Middle School Instructional Time calculations

Teacher Assignment – Minutes/Week (1.000 FTE)	1515
Prep Minutes/Week (1.000 FTE)	150
Classroom Time/Week (1.000 FTE)	1365

### Part-Time teacher with Minutes

Enter the teacher's total part-time FTE	0.6
Teacher Assignment – Minutes/Week (0.6 FTE)	909
Prep Minutes/Week (0.6 FTE)	90
Classroom Time/Week (0.6 FTE)	819

### Part-Time Prep Lift Calculation

Enter the teacher's total part-time FTE	0.75
Teacher Assignment – Minutes/Week (0.75 FTE)	1136.25
Lift at 10% of Instructional Time	113.625
FTE equivalent	0.075
Total FTE - pay	0.825

### Reverse Minutes Calculation: With Lift

Total Minutes of Instruction	325
FTE	0.215
Prorated addition minutes for spring break/wk	8.6
Paid minutes adjusted	316.419142
FTE	0.209
Prep Minutes/Week prorate to minute	32.18
Prep Minutes/Week prorate to FTE	0.021
Paid FTE	0.230

Agree to: April 21, 2016

**LOCAL LETTER OF UNDERSTANDING NO. 10: SCIENCE  
LABORATORIES - CLASS SIZE GRIEVANCE**

**BETWEEN:**

**B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
(SCHOOL DISTRICT #62—SOOKE)**

(the "Employer")

**AND:**

**B.C. TEACHERS' FEDERATION  
(SOOKE TEACHERS' ASSOCIATION)**

(the "Association")

**WHEREAS** the British Columbia Teachers' Federation (the Sooke Teachers' Association) has filed a Provincial grievance against British Columbia Public School Employers' Association (School District No. 62—Sooke) respecting class sizes in certain Science classes in the 1998-99 school year; and

**WHEREAS** an arbitration board chaired by Judi Korbin was appointed by the parties; and

**WHEREAS** the parties have agreed to resolve the grievance without concluding the arbitration of the issues of the case;

The parties therefore agree the grievance shall be fully and finally settled on the following terms, which shall constitute a Letter of Understanding, and shall form a part of the Provincial Collective Agreement as it pertains to terms and conditions of employment at S.D. No. 62 Sooke:

1. Article D(1) (Class Size and Class Composition) of the Collective Agreement shall continue to apply according to its terms subject to the provisions of this Letter of Understanding which also shall continue to apply.
2. Notwithstanding any of the terms set out in Article D(1) of the Collective Agreement between the parties, the following class size limits apply to classes in the courses listed below:
  - (i) Grade 7 and 8 Science - 28  
(the provision respecting Grade 7 applies to those students attending a middle school, not to those attending an elementary school).

- (ii) Grade 9 and 10 Science - 26
  - (iii) Grade 11 and 12 Science - 24
  - (iv) Notwithstanding paragraph 2(iii) the class size limits for Biology 12, Earth Sciences 11 and 12, Geology 11 and 12, Science and Technology 11 and 12, Career Preparation - Fisheries, Career Preparation - Forestry, shall be those set out in Section D(1), but the final sentence of Section D(1.2) shall not apply to them.
3. Implementation of the terms and conditions set out herein shall be effective September 30, 1999.
  4. With respect to individual graduating students in the 1999-2000 school year, it is agreed that the Superintendent of the School District may raise a problem in complying with paragraph #2(iii) set out above with the President of the Association. Agreement to accommodate such students, notwithstanding the provisions herein, shall not be unreasonably withheld by the Association.
  5. If new Science courses are introduced in the District at the secondary level, the parties will meet and attempt to resolve whether such courses should be added to the list of excluded courses listed in paragraph #2(iv) set out above.
  6. At each middle and secondary school one paid teacher release day per month (except for July and August) shall be granted in order for the teacher designated to carry out duties related to science safety. The duties to be carried out and other matters related to this provision shall be defined through further consultation between the parties at the local level.
  7. In the event any difficulties arise respecting the application, interpretation, or operation of this Letter of Understanding, either party may refer the matter to Judi Korbin (or, if not available, another mutually agreed arbitrator) for expedited mediation/arbitration. This shall include any dispute arising from paragraph #5 above.
  8. This Letter of Understanding is made on a completely ***WITHOUT PREJUDICE AND WITHOUT PRECEDENT*** basis. Except for matters relating to the interpretation, application, or operation of this Letter of Understanding, neither this Letter nor the discussions relating to it, nor the terms contained in it, shall be relied on or referred to in any matter involving the parties, including collective bargaining, mediation, rights or interest arbitration, or any other process intended to establish terms and conditions of employment for teachers in British Columbia.

**DATED** this 30<sup>th</sup> day of September, 1999.

Original signed by:

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ON BEHALF OF B.C. PUBLIC  
SCHOOL EMPLOYERS'  
ASSOCIATION

Jamie Ross

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ON BEHALF OF THE B.C.  
TEACHERS' FEDERATION

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ON BEHALF OF S.D. NO. 62—SOOKE

K.M. Sihota

---

ON BEHALF OF SOOKE  
TEACHERS' ASSOCIATION

**BETWEEN:**

**School District No. 62 (Sooke)  
(represented by BCPSEA) ("Employer")**

**AND:**

**British Columbia Teachers Federation  
and Sooke Teachers Association ("Union")**

**SETTLEMENT AGREEMENT:  
GRIEVANCES RELATED TO HOURS AND DAYS OF WORK**

**WHEREAS:**

- A. BCPSEA is the accredited bargaining agent for the Employer;
- B. The Parties are party to a collective agreement with a term July 1, 2013 to June 30, 2019;
- C. The Union filed various grievances regarding the duration of the school day and weekend work in the context of the school year (the Grievances), including those listed below, some of which were referred to arbitration:

BCTF File No. 62-2014-0002; Local File No. 8-10-13  
Local File No. 25-12-13  
Local File No. 29-12-13  
BCTF File No. 62-2015-0025; Local File Nos. 14-1-15 and 18-3-15  
BCTF File No. 62-2016-0004; Local File No. 10-1-16  
Local File No. 14-3-16  
Local File No. 8-2-17  
Local File No. 9-3-17  
Local File No. 10-4-17  
BCTF File No. 62-2016-0006; Local File No. 4-12-15

- D. The Parties agreed to resolve the Grievances on a without prejudice and without precedent basis with the assistance of Mediator Arne Peltz.

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1. The Parties expressly acknowledge that this Agreement represents a compromise of disputed claims and is not to be construed nor considered as an admission of liability. This Settlement Agreement is without prejudice to the positions of the Parties and will not be referred to in any other hearing, agreement, proceeding, or discussion other than one concerning the

implementation, interpretation or application of this Settlement Agreement unless required by law.

2. All secondary school teachers' assignments will be scheduled within 6.5 consecutive hours, and all middle school teachers' assignments will be scheduled within 6 consecutive hours, and within the typical start and stop times at the school with the following exceptions:
  - i. Continuing contract teachers may agree to work outside the normal start and/or stop times of the school day at the school, as long as their workday does not exceed 6.5 hours in total (6 hours for middle school); and
  - ii. Continuing contract teachers may further agree to have their 6.5 hours of work in a day (6 hours for middle school) scheduled in two or more periods provided that efforts to have the classes scheduled within 6.5 consecutive hours (6 consecutive hours for middle school) have been discussed at a meeting with the teacher, a union representative and the employer.
3. A memo will be sent to secondary or middle school teachers who have classes before the first bell and/or after the last bell at the school advising them how to contact administrative support by phone when needed during those times. The union will be copied on this memo.
4. If a teacher who is in an assignment that begins before the first bell and/or ends after the last bell at the school withdraws their agreement to that arrangement due to some change in circumstances, the Employer will work with the teacher, consistent with Articles E.21 and E.23, to identify another assignment at the same FTE level for the next school year.
5. The employer will provide the union with a list of teachers who are working in assignments that begin before the first bell and/or end after the last bell at the school within 30 days of the implementation of those assignments or so soon thereafter as is reasonably possible.
6. In circumstances where a TTOC has accepted a call-out to teach either before and/or after the normal bookends of the day, their pay for those periods of time shall be 0.2 FTE each. This will be on top of any other pay the TTOC might be entitled to as per the collective agreement.
7. Without prejudice to the Parties' respective positions regarding teachers working on weekends and other non-instructional days generally, it is understood and agreed that:
  - a. The Employer may post short-term opportunities that include work for teachers on weekends or other non-instructional days to oversee the activities of international students visiting for cultural reasons and not enrolled in an educational program delivered by the Employer (the "Postings").
  - b. The Employer will compensate teachers who fill the postings noted above on the basis of their daily rate at scale for all days worked including weekends or other non-instructional days. When scheduling a teacher to work on a weekend, statutory holiday or other non-

instructional day the employer will provide the teacher with 2 times their daily rate for the day.

- c. The Employer will provide the itinerary for such posting to applicants and the Union at the time of the posting.
  - d. Such postings will not require teachers to work more than 6 days in a week, or more than 11 days out of 14.
8. The above-noted terms shall fully and finally resolve the Grievances.
9. Arbitrator Arne Peltz will be seized of any matter or dispute concerning the implementation, interpretation, application or operation of this Agreement.

Dated this 3rd day of October 2017, in the Province of British Columbia:

## **SETTLEMENT AGREEMENT: SECONDARY TTOC PAY**

Between

Sooke Teachers' Association /  
British Columbia Teachers Federation

Union

And

Board Of School Trustees Of School District No. 62 (Sooke) /  
British Columbia Public School Employers' Association

Employer

In consideration of grievance #20-3-15 and #5-12-15: TTOC callout/pay: the parties agree to amend Collect Agreement Article C.26.2.c Call Out, as follows:

It is agreed that Teachers Teaching on Call (TTOC), assigned to Royal Bay Secondary, Belmont Secondary and/or Westshore Centre for Learning, will be paid as follows:

1. A morning call out shall be 0.5 and an afternoon call out shall be 0.5. A call out that bridges the noon break shall be for a minimum of 0.6.
2. In circumstances where a TTOC has been assigned to teach in the AM, at either of the aforementioned schools, and subsequently is assigned to another school in the PM, that contractually pays 0.4 FTE, the TTOC's pay for that day shall be 1.0 FTE.
3. In circumstances where a TTOC has been assigned to teach in the PM, at either of the aforementioned schools, and was previously assigned to another school in the AM, that contractually pays 0.6 FTE, the TTOC's pay for that day shall be 1.1 FTE.
4. In circumstances where a TTOC has been assigned to teach at Westshore Learning Centre, during their third shift, 3:30 to 7pm, the TTOC's pay for that period shall be 0.6FTE.
5. In circumstances where a TTOC has been assigned to teach either before and/or after the normal bookends of the day, their pay for those periods of time shall be 0.2 FTE each. This will be on top of any other pay the TTOC might be entitled to, as per clauses 1 to 4.



In the future, should there be any desire to change the aforementioned school's timetables this will be done in accordance with Article D.24.2. It may also require revisiting this LOU.

All teachers captured by grievance #20-3-15 and #5-12-15, from September 19, 2014 to present, who were paid less the 1.0 FTE for a full day's work will be made whole.

Agreement to these terms provides resolution to grievance #20-3-15 and #5-12-15. This local agreement is without prejudice to any other school district.

DATED the 28<sup>th</sup> day of November, 2017.

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